SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, JUNE 10, 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** – Supporting the development and implementation of a recycling program for waste paper, plastic and aluminum drink containers at each of Seminole County's High Schools.

2. **Resolution** – Proclaiming June 19, 2008 as National Dump the Pump Day in Seminole County.

3. **Presentation** – Environmental Protection Agency's (EPA) New Air Quality Standards presented by David Grovdahl of METROPLAN ORLANDO**.**

Consent Agenda

County Manager's Consent Agenda (Items No. 4 - 41)

County Manager Office

4. (Resolution to be presented outside the Board of County Commissioners meeting) The Seminole County Department of Fiscal Services was selected to receive the Distinguished Budget Presentation Award for the 2-year budget Fiscal Years 2007/2008 and 2008/2009 by the Government Finance Officers Association of the United States and Canada. This award is the highest form of recognition in governmental budgeting and represents a mark of Seminole County's fiscal responsibility and is the 14th time Seminole County has received this award. (Cynthia Coto)

Administrative Services

Administration – Administrative Services

5. Approve and authorize Chairman to execute an Underground Distribution Facilities Installation Agreement with Florida Power & Light for utility connections related to expansion of the John E. Polk Correctional Facility and to pay related costs. (Frank Raymond)

Purchasing and Contracts

6. Extend M-385-03/PWM - E-911 Lease Equipment Upgrade with BellSouth of Jacksonville for a period of six (6) months with a consecutive renewal option of six (6) months at the current pricing, terms and conditions. (Ray Hooper)

7. Approve Amendment #5 to RFP-4172-03/JVP – Scale House Management System with Carolina Software, Wilmington, NC. (Ray Hooper)

8. Award IFB-600354-08/GMG – Term Contract for Sale of Fill Dirt Material to Al Bailey Trucking, Orlando. (Ray Hooper)

9. Award CC-3112-08/RTB in the amount of $364,990.00 to Abba Construction, Inc. of Jacksonville, Florida for all labor, materials, equipment, tools, transportation, services and incidentals necessary for the reconstruction of the Animal Control Facility Building located at 232 Bush Blvd., Sanford, Florida 32773. (Ray Hooper)

10. Award RFP-600223-07/GMG – Radio-Based Automatic Meter Reading for Seminole County Environmental Services Department to Badger Meter Inc., Milwaukee, Wisconsin. (Ray Hooper)

11. Award RFP-600226-07/GMG – Appraisal Services Agreement for Chapman Road Improvement Project to Clayton, Roper and Marshall (CRM), Altamonte Springs. (Ray Hooper)

12. Award RFP-600227-07/GMG – Real Estate Acquisition Services Agreement for Chapman Road Improvement Project to The Triece Company, Debary. (Ray Hooper)

13. Award CC-3076-08/DRR in the amount of $524,347.95 to Cathcart Contracting Co., of Winter Springs, Florida, for all labor, material, equipment, transportation, coordination and incidentals necessary to complete the installation of approximately 4,400 linear feet of 16-inch potable water main extension and a 2-inch fiber optic conduit to run the length of Longpond Road between Interstate 4 to the east and Markham Woods Road to the west. (Ray Hooper)

14. Approve Amendment #3 to RFP-4242-05/GMG (Part A) – Term Contract for the Purchase of Road Construction Products and Related Materials and In-place Services with Orlando Paving Company, Orlando. (Ray Hooper)

15. Approve Work Order #76 to PS-5150-03/AJP - Master Agreement for General Environmental Services in the amount of $56,371.97 with Water & Air Research, Inc. of Gainesville, Florida, and authorize the County Manager to execute the Work Order. (Ray Hooper)

16. Approve ranking list and authorize staff to negotiate rates for PS-3065-08/DRS - Continuous Construction Engineering and Inspection Services Agreement for SR 434 Widening and Resurfacing from Montgomery Road to I-4 with Mehta & Associates of Winter Park, Florida (Estimated Usage Amount of $1,300,000.00 over the term of the Agreement). (Ray Hooper)

17. Approve ranking list and authorize staff to negotiate rates for PS-2774-07/JVP Continuous Construction Engineering and Inspection Services Agreement for Bunnell/ Eden Park Rd with Keith & Schnars, Inc. of Altamonte Springs, Florida (Estimated Usage Amount of $1,500,000.00 over the term of the Agreement). (Ray Hooper)

18. Award RFP-600367-08/GGM – Temporary Personnel Services for ITS Department to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando. (Ray Hooper)

19. Approve an increase to the Board approved Estimated Annual Usage for PS-0984-06/TLR - Regional Stormwater Facilities (RSF) Treatment Efficiency Monitoring and Assessment Master Agreement by an additional $125,000.00 per year. (Ray Hooper)

Support Services

20. Approve and authorize the Chairman to execute the Tourism Office Lease at the Stirling Center with Stirling 1, LLC. Approve and authorize staff to sign and send a notification to terminate the current Tourism lease with the Columbine Management Group, Inc. (Meloney Lung)

Community Services

Community Assistance

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

22. Authorization from the Board to schedule and advertise a public hearing amending Sections 40.262, 40.267 and 40.268 of Chapter 40, Part 12 Seminole County Code; revising certain terms, conditions and requirements for the County's Affordable Housing Advisory Committee membership, tenure, duties and responsibilities in conformance with Section 420.9076, Florida State Statutes. (Rob Heenan)

Environmental Services

Business Office

23. Authorize the release of the Performance and Payment Agreement with Letter of Credit #55101928 in the amount of $67,000.00 for the project known as Maple Leaf Commerce Center. District 1 - Dallari (Bob Briggs)

Planning Engineering Inspections

24. 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 "Elder Road/Orange Blvd. Water Main and Force Main". District 5 - Carey (Dennis Westrick)

25. Accept the new Utility and Access Easement located on the northern side of Lot 1 Apple Valley Subdivision. District 4 - Henley (Dennis Westrick)

Water and Sewer

26. Approve and authorize the Chairman to execute the Emergency Water Supply Interconnect Bear Lake Water System and Emergency Water Supply Interconnect Mirror Lake Agreements. District 3 - Van Der Weide (Gary Rudolph)

Fiscal Services

Administration – Fiscal Services

27. Approve and authorize the Chairman to execute the authorizing resolutions to ratify issuance by Orange County Housing Finance Authority of the Multifamily Housing Revenue Bonds in an amount not to exceed $9,000,000.00 for Phase I and $4,800,000.00 for Phase II. (Angela Singleton)

Budget

28. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-61 through the Public Safety Grants Fund in the amount of $1,694,703.00 for improvements to the County's E911 system. (Lin Polk)

29. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-63 through the State Housing Initiatives Partnership Grant Fund in the amount of $785,941.00 to increase funding for the "SHIP" grant program. (Lin Polk)

30. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Resolution (BAR) # 08-66 through the Water and Sewer Bond Fund, Series 2006 in the amount of $187,473.00 to increase funding for the Apple Valley Pump Station Project. (Lin Polk)

31. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-67 through the Self-Insurance Fund in the amount of $200,000.00 for the rebuild of the Midway Community Center. (Lin Polk)

32. Approve and authorize the Chairman to execute the Budget Change Request (BCR) #08-24 through the General Fund in the amount of $107,891.00 in order to fund the acquisition of the OnBase / Workflow software. (Lin Polk)

33. Approve and authorize the Chairman to execute the Budget Change Request (BCR) #08-25 through the General Fund in the amount of $8,100.00 in order to fund the Tower Top Amplifier project. (Lin Polk)

34. Approve and authorize the Chairman to execute Budget Change Request (BCR) #08-26 through the Facilities Maintenance Fund in the amount of $127,454.00 to provide additional funding for the Public Safety Building Server Room HVAC project. (Lin Polk)

Leisure Services

Natural Lands

35. Approve and authorize the Chairman to execute the Land Donation Agreement for 9.59 acres adjacent to the Spring Hammock Preserve, owned and offered for donation by Mr. James Bryan III. District 5 - Carey (Jim Duby)

Library Services

Administration – Library Services

36. Approve and authorize Chairman to execute Service Agreements with various contractors to provide children's programs at the branch libraries as part of the Summer Reading Program. (Jane Peterson)

Planning and Development

Development Review

37. Approve and authorize the Chairman to execute the final plat for Devon Green Phase IV, containing 8 single family residential lots on a 2.50 acre parcel zoned PUD (Planned Unit Development), located at the end of Glencrest Drive within the Heathrow Planned Unit Development, on the north side of Lake Mary Blvd. and west of I-4. (Heathrow Country Club, LLC, Heathrow Land Company Limited Partnership and Devon Green Neighborhood Association, Inc.) District 5 - Carey (Cynthia Sweet)

Public Safety

Administration – Public Safety

38. Approve and authorize the Chairman to execute the Certificates of Public Convenience and Necessity (COPCN) for Orlando Regional Healthcare System, Air Methods d/b/a Rocky Mountain Holdings LLC d/b/a LifeNet, Florida Hospital, Rural/Metro Corporation of Florida d/b/a Rural Metro Ambulance, Central Florida Ambulance, Inc. d/b/a American Ambulance of Central Florida, Casselberry Fire Department, Lake Mary Fire Department, Longwood Fire Department, Oviedo Fire Department, Sanford Fire Department, Seminole County EMS/Fire Rescue Division, and Winter Springs Fire Department to become effective July 1, 2008. (Tad Stone)

Emergency Management

39. Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Home-based Emergency Assistance Response Team (Seminole H.E.A.R.T.) and Seminole County (County) for the purpose of establishing Seminole H.E.A.R.T. as the Long Term Recovery Committee serving the citizens of Seminole County. (Alan Harris)

Public Works

Engineering

40. Adopt and authorize the Chairman to execute a Resolution of Necessity for the Chapman Road Project. District 1 - Dallari (Jerry McCollum)

Traffic Engineering

41. Approve and authorize the Chairman to execute the Traffic Enforcement Agreement between Seminole County, Seminole County Sheriff's Office and The Estates at Wekiva Park Homeowners Association, Inc. District 5 - Carey (Melonie C. Barrington)

County Attorney's Consent Agenda (Item No. 42)
County Attorney's Office
Litigation

42. **Sun Life Assurance Company of Canada Property** - Approval of a proposed negotiated settlement relating to Parcel Number 848 on the Lake Emma Road improvement project. The proposed negotiated settlement is at the sum of $374,116.62 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements. Judge Galluzzo. District 4 - Henley (Bob McMillan)

Constitutional Officers Consent Agenda (Items No. 43 - 44)
Clerk's Office (Maryanne Morse, Clerk of the Court)

43. Approval of Expenditure Approval Lists dated May 12 and 19, 2008; approval of Payroll Approval List dated May 15, 2008; approval of Official Minutes dated May 1 and 6, 2008; approval of Clerk's "Received and Filed" - for information only. (Dave Godwin)

Sheriff's Office (Don Eslinger, Sheriff)

44. **Sheriff's Child Protective Services** - Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-68 through the General Fund in the amount of $18,000.00 for the Sheriff's Child Protective Services interest appropriation. (Penny Fleming)

Regular Agenda

45. **Crockett Property Master Plan Concepts** - Staff seeks direction from the Board of County Commissioners on Master Plan Concepts for the Crockett Property. (Amy Raub)

46. **John E. Polk Correctional Facility Renovation** - Approve and authorize the Chairman to execute the Guaranteed Maximum Price (GMP) and Contract Time agreement for expansion of the John E. Polk Correctional Facility setting a GMP of $27,744,412.00; Acceptance of the alternate for the third floor shell-out addition ($1,772,591.00). (Frank Raymond)

47. **Bevier Road Renaming** - Adopt and authorize Chairman to execute a Resolution renaming Bevier Road to Martin Luther King Jr. Boulevard. District 5 - Carey (Maggie Ketcham)

County Attorney's Briefing

County Manager's Briefing

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

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

Public Hearings:

48. **Appeal** - Board of Adjustment decision to deny a rear yard setback variance from 30 feet to 15 feet for an addition in the Planned Unit Development District; 3123 Foxwood Drive. (William Gribben). District 3 - Van Der Weide (Kathy Fall)

49. **Vacate and Abandonment** – A resolution to vacate and abandon a 2.9 by 25 foot portion of a 10 foot platted drainage and utility easement on lot 3, Aras Acres, recorded in the Public Records of Seminole County, Florida in Plat Book 62, Page 34 in Section 36, Township 19 S, Range 29 E, and further described as 1458 Sky Eagle Cove. (Joseph Linartas) District 5 - Carey (Brian Walker)

50. **Large Scale Future Land Use Amendment** - MDR (Medium Density Residential) to HDR (High Density Residential); and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development), for approximately 26.8 acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street. (James G. Willard, Shutts & Bowen, LLP) District 5 - Carey (Ian Sikonia)

51. **Large Scale Future Land Use Amendment** - MDR (Medium Density Residential) to HDR (High Density Residential); and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development), for approximately 28.25 acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street. (Reed Berlinsky, KB Home Orlando, LLC) District 5 – Carey (Ian Sikonia)

52. **Spring 2008 Cycle Large Scale Plan Amendments** - An ordinance which adopts the Spring 2008 Cycle Large Scale Plan Amendments to the Seminole County Comprehensive Plan. District 5 – Carey (Ian Sikonia)

53. **Major Amendment** - To the Alaqua Lakes PUD, Revised Final Master Plan and Addendum #1 to the Alaqua Lakes PUD Developer's Commitment Agreement for approximately 1,250.9 acres, located at the northwest corner of Markham Woods Road and S. Stone Gate. (Robert Dello Russo) District 5 - Carey (Austin Watkins)

54. **Rezone** - PUD (Planned Unit Development) to PUD, Development Order and Preliminary Master Plan, Rezone Ordinance and Development Order for approximately 10.29 acres, located at the northwest corner of Markham Woods Road and S. Stone Gate. (Robert Dello Russo) District 5 – Carey (Austin Watkins)

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.

1

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 10th DAY OF JUNE, A.D., 2008.

WHEREAS, Seminole County Association of Student Councils has identified the development and implementation of a recycling program for waste paper and plastic and aluminum drink containers at each of the District's High Schools as a priority project of the Association; and

WHEREAS, the Seminole County Board of County Commissioners endorses and strongly supports the recycling initiative of the Association; and

WHEREAS, Seminole County acknowledges that recycling programs are in place at various District high schools and have been supported by the Seminole County Public School District staff working in cooperation with student government organizations at those schools; and

WHEREAS, the Superintendent for Seminole County has been hereby directed to have appropriate district staff work with representatives of the Association and a designated administrator at each of the District's High Schools to develop and implement a district-wide recycling program for plastic and aluminum drink containers; and

WHEREAS, the Superintendent and the Association shall report on the progress of the development and implementation of a district-wide high school recycling program from time to time as deemed appropriate.

NOW, THEREFORE, BE IT RESOLVED, that the Seminole County Board of County Commissioners endorses and strongly supports the development and implementation of a recycling program for waste paper and plastic and aluminum drink containers at each of Seminole County's High Schools.

BE IT FURTHER RESOLVED, this Resolution be spread upon the Official Minutes by the Clerk to the Board of County Commissioners of Seminole County, Florida and a copy be forwarded to the presiding officer of the Seminole County Association of Student Councils for its records, and that a copy shall be forwarded to the principals of each of the District's high schools.

ADOPTED, this 10th day of JUNE, 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____

R E S O L U T I O N

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF JUNE 10, 2008.

WHEREAS, June 19, 2008 marks the Third Annual National Dump the Pump Day, a day that encourages people to ride public transportation to save money, conserve gasoline, and help reduce greenhouse gases; and

WHEREAS, by "dumping the pump" and taking public transportation instead of driving a car, people can make a difference and help improve the environment; and

WHEREAS, by "dumping the pump" and taking public transportation instead of driving a car, people can save money consuming less gasoline, and reduce our nation's overall dependence on foreign oil; and

WHEREAS, public transportation plays an important role in protecting air quality by reducing smog-producing pollutants and greenhouse gases; and

WHEREAS, public transportation reduces the country's carbon footprint by 37 million metric tons, the equivalent of 4.9 million households using electricity in a year.

NOW, THEREFORE BE IT RESOLVED, that the Seminole County Board of County Commissioners proclaim June 19, 2008 as **NATIONAL DUMP THE PUMP DAY** in Seminole County, Florida and that our residents will join with transit agencies across the country and participate in the Third Annual National Dump the Pump Day to encourage transit ridership on June 19, 2008.

BE IT FURTHER RESOLVED, that Seminole County declares that public transportation is an important part of our nation's transportation system and people want to have other options than driving a car.

ADOPTED this 10TH day of June, 2008.

ATTEST:

_____	_____
Maryanne Morse, Clerk to the Board of County Commissioners of Seminole County, Florida	Brenda Carey, Chairman Board of County Commissioners

Item No. 3

PRESENTATION

Environmental Protection Agency's New Air Quality Standards

Presented by:

David Grovdahl
METROPLAN ORLANDO

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution - Distinguished Budget Presentation Award from the Government Finance Officers Association of the United States and Canada

DEPARTMENT: County Manager Office **DIVISION:**

AUTHORIZED BY: Cindy Coto **CONTACT:** Elizabeth Gaussart **EXT:** 7224

MOTION/RECOMMENDATION:
(Resolution to be presented outside the Board of County Commissioners meeting)
The Seminole County Department of Fiscal Services was selected to receive the Distinguished Budget Presentation Award for the 2-year budget Fiscal Years 2007/2008 and 2008/2009 by the Government Finance Officers Association of the United States and Canada. This award is the highest form of recognition in governmental budgeting and represents a mark of Seminole County's fiscal responsibility and is the 14th time Seminole County has received this award.

County-wide Cynthia Coto

BACKGROUND:

Resolution attached.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt a Resolution commending the County Manager (Budget Officer), the Department of Fiscal Services, Budget Division and all county departments for their involvement in the development of a superior product and for their efforts to continue high quality of budgeting in Seminole County.

ATTACHMENTS:

1. Budget Amendment Resolution 2008

Additionally Reviewed By:
No additional reviews

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 JUNE 10, 2008.

WHEREAS, on April 7, 2008 the Seminole County Department of Fiscal Services was selected to receive the Distinguished Budget Presentation Award for the 2-year budget Fiscal Years 2007/2008 and 2008/2009 by the Government Finance Officers Association of the United States and Canada, which is headquartered in Chicago, Illinois; and

WHEREAS, this marks the 14th time that this prestigious award has been received by Seminole County and the fourth biennial budget award; and

WHEREAS, this award is the highest form of recognition in governmental budgeting and represents a mark of Seminole County's fiscal responsibility as an efficient and effective government entity; and

WHEREAS, the Distinguished Budget Presentation Award is conferred only on those jurisdictions which satisfy nationally recognized budget guidelines and produce a budget document which serves as: a policy document, a financial plan, an operations guideline, and a communications device; and

WHEREAS, the Government Finance Officers Association hopes, through the example of the Seminole County Department of Fiscal Services, that other entities will be encouraged to achieve excellence in budgeting.

NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida desires to express its appreciation and commend the County Manager (Budget Officer), the Department of Fiscal Services, Budget Division and all county departments for their involvement in the development of a superior product and for their efforts to continue high quality of budgeting in Seminole County.

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 be presented to the Seminole County Department of Fiscal Services in recognition of this superior achievement and for quality service to Seminole County.

ADOPTED this 10th day of June, 2008 A.D.

ATTEST:

_____	_____
Maryanne Morse, Clerk to the Board of County Commissioners of Seminole County, Florida	Brenda Carey, Chairman Board of County Commissioners

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Underground Distribution Facilities Installation Agreement and utility easement for John E. Polk Correctional Facility

DEPARTMENT: Administrative Services **DIVISION:** Administration - Administrative Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Stephanie Kobrin **EXT:** 5252

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an Underground Distribution Facilities Installation Agreement and utility easement with Florida Power & Light for utility connections related to expansion of the John E. Polk Correctional Facility and to pay related costs.

County-wide Frank Raymond

BACKGROUND:

As part of the jail expansion project, additional electrical service is needed at the facility. Execution of the attached Underground Distribution Facilities Installation Agreement and easement from Florida Power & Light are required and include a fee of $20,118.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute an Underground Distribution Facilities Installation Agreement and utility easement with Florida Power & Light for utility connections related to expansion of the John E. Polk Correctional Facility and to pay related costs.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

TRANSMITTAL LETTER

SKANSKA

Wharton-Smith, Inc.
CONSTRUCTION GROUP

60 N. Court Ave.
Orlando, Fl. 32801
Phone: (407) 839-2925
Fax: (407) 839-0717

RECEIVED
APR 22 2008
CONSTRUCTION MANAGEMENT

DATE: 4/21/2008

TO:
Seminole County
Attn: Scott Werley
205 West County Home Rd.
Sanford, FL 32773
407.665.5792 - Phone

Job: Seminole County Jail Expansion
John E. Polk Correctional Facility

Sent via: Via FedEx

No. Copies		Description	Remarks
1		FPL Proposal	
3		FPL Proposed Easement Layout	

Comments: For your review, approval and payment.

Transmitted By:
Skanska/Wharton-Smith Joint Venture

By: Frank Coons

Frank Coons

cc:

Florida Power & Light Company

March 12, 2008

SKANSKA USA BUILDING INC.
60 NORTH COURT AVE
ORLANDO, FL 32801

RE: SEMINOLE COUNTY JAIL

Dear: FRANK COONS,

Enclosed is the easement form required by FPL to provide electric service to the above referenced facility. Please complete the instrument according to the following instructions. DESCRIBE, EXECUTE and RECORD the easement and return a recorded copy to me. This easement needs to be returned to FPL prior to energizing your proposed facility. Failure to do so could delay the timely installation of your electric facilities:

Parcel I. D. #: Enter Parcel I. D. # in the upper left portion of the easement form.

Describe Easement:

Use the blank area in the middle of the form to describe the easement. If additional space is required, an Exhibit "A" attached as a 2nd sheet to the instrument may be used. Metes & bounds may be used but a center line description is most common. A pictorial view of the easement may also be attached as an Exhibit "A". Easements are usually 10ft in width, 5ft on either side of FPL facilities to be installed.

Signing and Witnessing:

A. **For Individuals:** All persons shown on the deed must sign the easement. Enter date in space provided. Sign on the indicated lines on the right side in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The notary public may be one of the witnesses and if so must sign at the left in the space provided.

B. **For Corporations:** Enter date in space provided. The President, or Vice-President and the Secretary or an Assistant Secretary sign on lines indicated on the right, filling in their title below, in the presence of two (2) separate witnesses, who sign on the lines to the left, and a notary public who completes the acknowledgement forms as described below. The corporate seal must be affixed adjacent to the officer's signatures.

Acknowledgements:

The notary public should legibly fill in all blanks, including state and county of execution, names of individuals or officers signing and their titles, state or county where empowered to act, expiration date of commission, fill in the date, sign on line provided, and affix seal adjacent to the signature of the notary public.

Record the Easement:

If there are any questions with regards to the easement, please call me prior to recording the easement. Have the easement **Recorded** at the SEMINOLE COUNTY COURT HOUSE, only the **unaltered** FPL standard easement form (form 3722) will be accepted by FPL.

If you have any questions, please call me at 407-328-1909.

Sincerely,

ALAN HOWARD
Construction Services

an FPL Group Company

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 12 day of MARCH, 2008 by and between SKANSKA USA BUILDING INC (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as SEMINOLE COUNTY JAIL (211 BUSH BLVD)
located in SANFORD, Florida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of $20,118.00 (the Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.

2. That a credit of $ (0)LABOR FOR TRENCHING AND INSTALLATION OF PVC NOT IN COST (0) shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit A, if applicable, and approved by FPL.

3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.

4. That the Contribution provides for 277/480 volt, THREE phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.

5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

   If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

   Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.

   a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.

   b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.

   c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:

   a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,

   b) A construction schedule,

   c) An estimate of when electric service will be required, and

   d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:

   a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.

   b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer

shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.

d) Provide sufficient and timely advance notice (60 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.

e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.

f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.

b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.

c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

3/12/08

For FPL (Date)

Accepted:

Customer (Date)

Witness (Date)

Witness (Date)

ATTEST:

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

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

NOTIFICATION OF FPL FACILITIES

FPL

Customer/Agency: SEMINOLE COUNTY JAIL
Developer/Contractor Name: SKANSKA / WHARTON SMITH
Location of Project: 211 BUSH BLVD
FPL Representative: ALAN HOWARD
Developer/Contractor Representative: FRANK COONS

Date of Meeting/Contact: 2/18/08
Project Number/Name: _____
City: SANFORD
Phone: 407-328-1909
FPL Work Request #: 3058253

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground constructed, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all underground facilities prior to commencing construction and determine whether the construction of any proposed structures will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them at your expense. **You must do this before allowing any construction near the power lines**. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or their employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. **Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented.**

FPL has certain minimum clearances that it must maintain. If you build your structure so that those clearances can not be maintained, you will be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed structure does not impinge upon FPL's clearances.

It is the responsibility of you and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

1. Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, have a copy of and are familiar with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, before commencing their work;
2. Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations;
3. Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment a minimum of 10 feet away from any overhead power lines, and of the location of the lines, the hazards involved, and the protective measures to be taken.
4. All excavators are required to contact the Statewide Utility Facility Locating phone number 1-800-432-4770 two to five days in advance of commencement of excavation to ensure facilities are located accurately.
5. Conduct all locations and excavations in accordance with the Florida State Statute 556 of the Underground Facilities Damage Presentation & Safety Act and all local city and county ordinances that may apply.
6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

Means by which this notification was provided to customer and/or contractor

Address

FPL Representative Signature

3/12/08
Date

Developer/ Contractor Representative Signature

Date

Form 360, Rev. 4/07

Work Request Charges Quotation
FPL-Power Systems

To: SEMINOLE COUNTY BOARD OF COUNTY COM
211 BUSH BLVD
JAIL
SANFORD, FL 32773
TLN = 4-4070-6898-0-1

Quote Number: CF30582534
Description: JOB IS TO RELOCATE 1-FEED TO EXIST VAULT AND RELOCATE 1-FEED TO EXISTING 500/1000 PM TX CUSTOMER TO INSTALL ALL FPL PVC AS DIRECTEDCOST IS BASED ON NORMAL WORKING HOURS

Quote Date: 3/12/2008
Preferred Option: Yes
No. Payments:
Project:

Quotation Details

Description	Refundable?	Unit Cost	Quantity	Total	Due Before Work	Paid
Lump Sum	No	20,118.00	1	20,118.00	Y	

Charges Due Before Work Starts:	20,118.00	
Tax:	0.00	
Subtotal:		20,118.00
Charges Due On Completion:	0.00	
Tax:	0.00	
Subtotal:		0.00
Total Charges:		20,118.00
Total Tax:		0.00
Total Including Tax:		20,118.00
Total Refundable:		0.00
Total Non-Refundable:		20,118.00

FPL

Date: _____

Florida Power & Light Company
2626 W ST RD 46, P.O. BOX 2149
SANFORD FL 32771

Re: Installation of underground Electric Distribution Facilities
SEMINOLE COUNTY JAIL
WR #3058253

Dear ALAN HOWARD:

The site at 211 BUSH BLVD is ready for the installation of FPL underground electric facilities. I have checked that all of the following items have been completed to help with the ease of installation:

- ☐ The trench path has been cleared of all obstructions
- ☐ The trench path is within 6" of final grade
- ☐ Stakes are in place to indicate lot lines, final grade and lot corners
- ☐ Any stakes that are missing will be replaced by our surveyors at your request
- ☐ All underground facilities are staked within 2 feet of their location and marked with depth, size and type of facility
- ☐ All of the above conditions will be maintained throughout the installation process
- ☐ Additional comments _____

Sincerely,

FOR,
SKANSKA/WHARTON SMITH

Work Request No. 3058253

Sec. 14, Twp 20 S, Rge 30 E

Parcel I.D. SEMINOLE COUNTY JAIL
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: ALAN HOWARD
Co. Name: Florida Power & Light Company
Address: 2626 W ST RD 46, P.O. BOX
SANFORD FL 32771

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

SEE EXHIBIT A

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Corporate's name)

By: _____
(President's signature)

Print Name: _____

Print Address: _____

_____

Attest: _____
(Secretary's signature)

Print Name: _____

Print Address: _____

_____

(Corporate Seal)

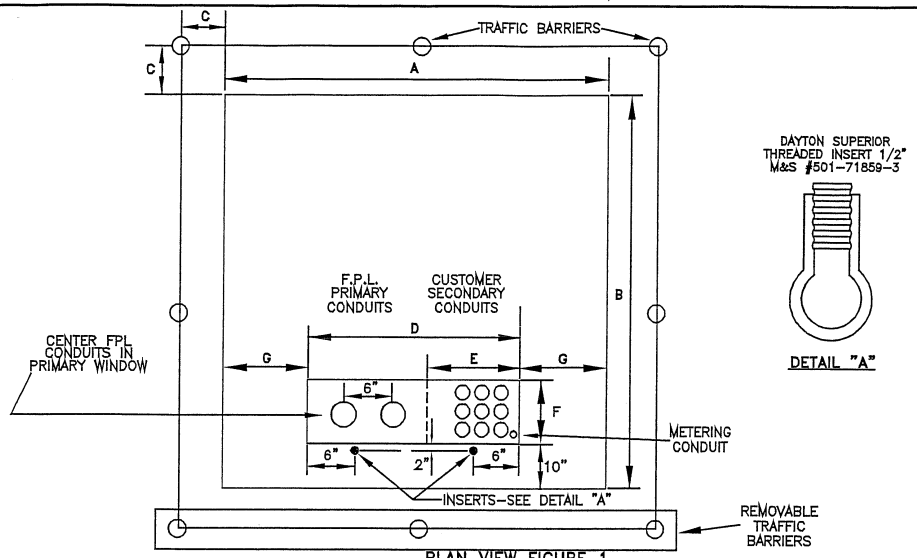
STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, and _____ respectively the _____ President and _____ Secretary of _____, a _____ corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

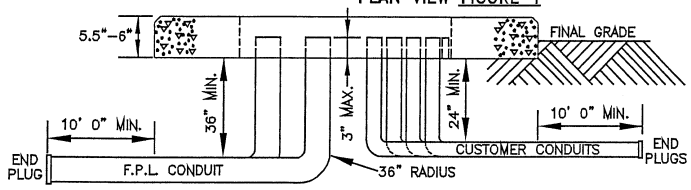
_____
Notary Public, Signature

Print Name _____

UX-116.1.1	CONCRETE FOUNDATION CONSTRUCTION DETAILS FOR 750 TO 2,500 KVA 3ø RADIAL & LOOP TYPE PAD MOUNTED TRANSFORMERS	UX-116.1.1



PLAN VIEW FIGURE 1



PROFILE FIGURE 2

TRANSFORMER KVA	SECONDARY VOLTAGE	MAX. NUMBER OF CONDUCTORS & SIZE		MAX. NUMBER OF CONDUITS & SIZES	A	B	C	D	E	F	G
750	277/480 V	8 SETS	750KCMIL AL 750KCMIL CU*	8 – 5" MAX.	78	78	18	60	25	16	9
750	120/208 V	12 SETS	750KCMIL AL 750KCMIL CU*	12 – 5" MAX.	78	78	18	60	25	21	9
1000	120/208 V 277/480 V	12 SETS	750KCMIL AL 750KCMIL CU*	12 – 5" MAX.	88	88	18	60	25	21	14
1500–2000	277/480 V	12 SETS 14 SETS	600–750KCMIL* 500KCMIL OR LESS	12 – 5" MAX 14 – 5" MAX	94	94	18	64	26	21	15
2500	277/480 V	12 SETS 16 SETS	600–750KCMIL* 500KCMIL OR LESS	12 – 5" MAX 16 – 5" MAX	106	106	18	68	28	26	20

NOTES:
1. SEE UX-116.1.2 FOR CONSTRUCTION DETAILS AND UX-116.1.3 FOR INSTALLATION GUIDELINES AND RESPONSIBILITIES
2. (*) CABLES LARGER THAN 500 CU WILL REQUIRE MULTITAP CONNECTOR 103-80505-9.
3. FOR ANY NEW INSTALLATION WHICH HAS MORE THAN 8 SETS OF 750 KCMIL CU OR MORE THAN 12 SETS OF A SMALLER SIZE CONDUCTOR, IT IS RECOMMENDED TO USE THE LARGE THREE-PHASE SECONDARY CABINET, M&S# 161-40100-3, AS SHOWN IN DCS 1-75.0.0.

SUPERSEDES UX-116.1.1 LAST REVISED ON 01/18/01

FPL

OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
2	04/10/01	UPDATE CHART AND NOTES	RAP	JES	JJM
1	10-9-96	GENERAL REVISION	MV	BILL	JJM
0	8-9-96	REVISED TABLE AND PAD DIMENSIONS	MV	RAS	JJM

ORIGINATOR: MV

DRAWN BY: BILL

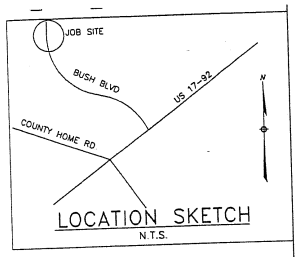
DATE: 10-9-96

APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

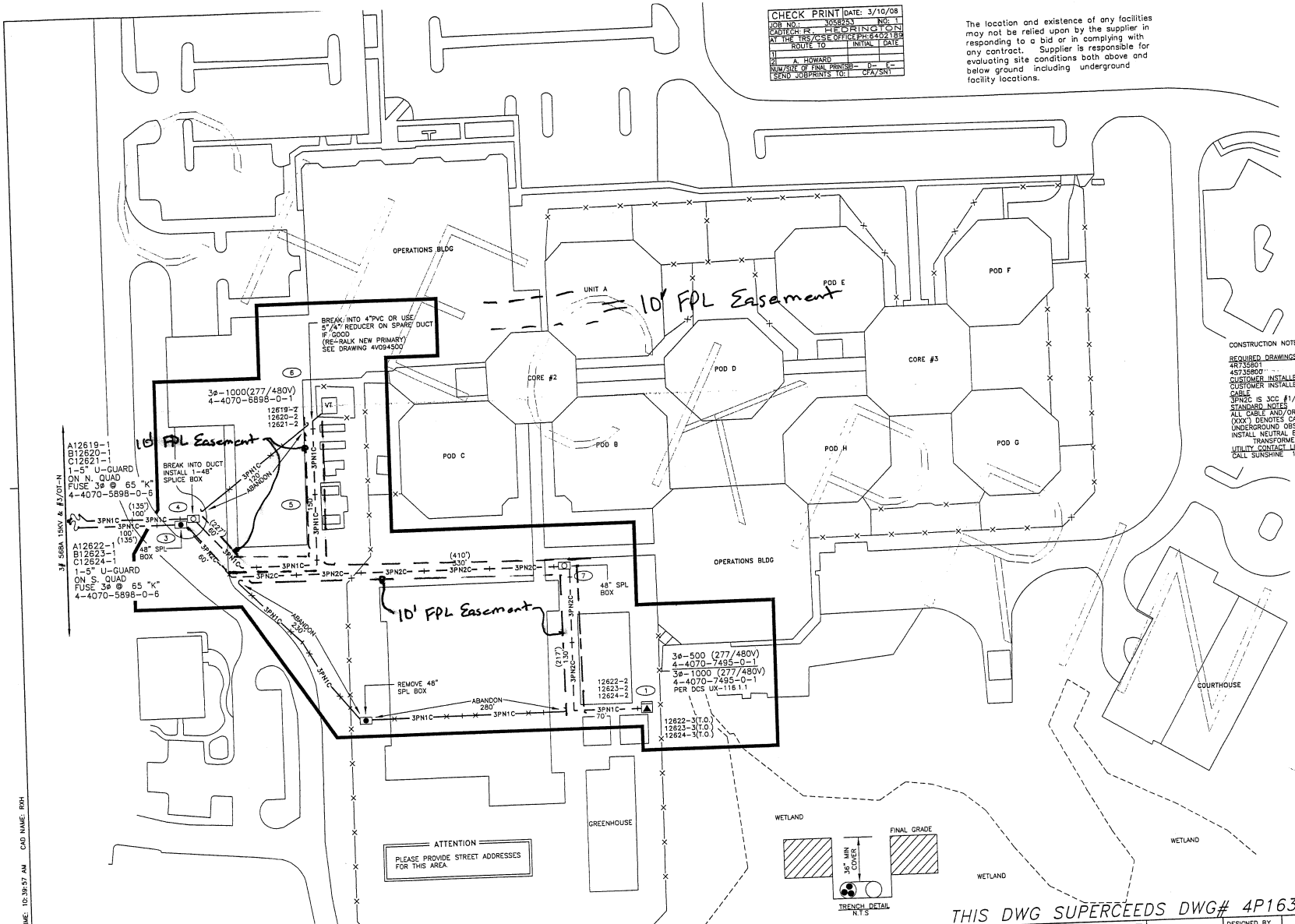
NO SCALE

CHECK PRINT	DATE: 3/10/08
JOB NO.: 3058253	NO: 1
CADTECH: R. HEDRINGTON	
AT THE TRS/CSE OFF:	CF PH: 6402183
ROUTE TO	INITIAL / DATE
1	
2 A. HOWARD	
NUM/SIZE OF FINAL PRINTS:	B- D- E-
SEND JOBPRINTS TO:	CFA/SN1

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.



LOCATION SKETCH
N.T.S.



CONSTRUCTION NOTES - WR# 3058253

REQUIRED DRAWINGS
4R735801
4S735800

CUSTOMER INSTALLED CONDUIT
CUSTOMER INSTALLED ALL CONDUIT

CABLE
3PN2C IS 3CC #1/0A 25KV-XPE IN 2-5" PVC WITH 36" MIN COVER

STANDARD NOTES
ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
(XXX') DENOTES CABLE PULL DISTANCE
UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S., G-11.0.0

UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

4S735800
4P163500
4V094500

THIS DWG SUPERCEEDS DWG# 4P163500

TWNP: 20S RNG: 30 SEC: 14 QTR:

3058253	1	03/11/08	PULL PRIMARY CABLE EXISTING LOOP AND ABANDON CBL TO SVC SEMINOLE COUNTY JAIL RELOCATION
432555	0	03/11/08	PROVIDE SVC FOR DETENTION CENTER CHILLER BLDG
AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — Initials / Cert. Date
AS-BUILT CREW PRINT — Foreman's Signature / Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RDS. — Supervisor's Signature / Date
All required ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations. — Foreman's Signature / Date

Easement? YES [X] NO [ ]
Tree Work? YES [ ] NO [X]
Map Posting? YES [X] NO [ ]
Posted by

Survey/Stake? YES [ ] NO [X]
Designer/Stake? YES [X] NO [ ]
Trench Feet
Work with SMO? YES [ ] NO [ ]
CT/Special Mtr? YES [ ] NO [ ]
Duct Bank Feet

PERMIT RECD: CITY, DR. DIST., COUNTY AIR, STATE RD, FAA; WMD, RR XING, COUNTY RD., TRANSM.

Telephone Request? YES [ ] NO [X] CATV Request? YES [ ] NO [ ]

FPL

DESIGNED BY	A. HOWARD
DRAWN BY	R. HEDRINGTON
DATE	03/11/08
MAP NO.	FC-0847

0 20 40 80 FEET

M/A: CF
SEMINOLE COUNTY JAIL RELOCATION
211 BUSH BLVD
SANFORD/SEMINOLE CNTY, FL

DWG NO. 4R735801
WR: 3058253 IWR: 3484-44-231

PLOT DATE: 3/12/2008 PLOT TIME: 10:39:57 AM CAD NAME: RXH

CHECK PRINT	DATE: 3/10/08
JOB NO.: 3058253	NO: 1
CADTECH: R. HEDRINGTON	
AT THE TRS/CSE OFFICE PH:6402189	
ROUTE TO	INITIAL / DATE
1	
2 A. HOWARD	
RUN/SIZE OF FINAL PRINTS:	D- E-
SEND JOBPRINTS TO:	CFA/SN1

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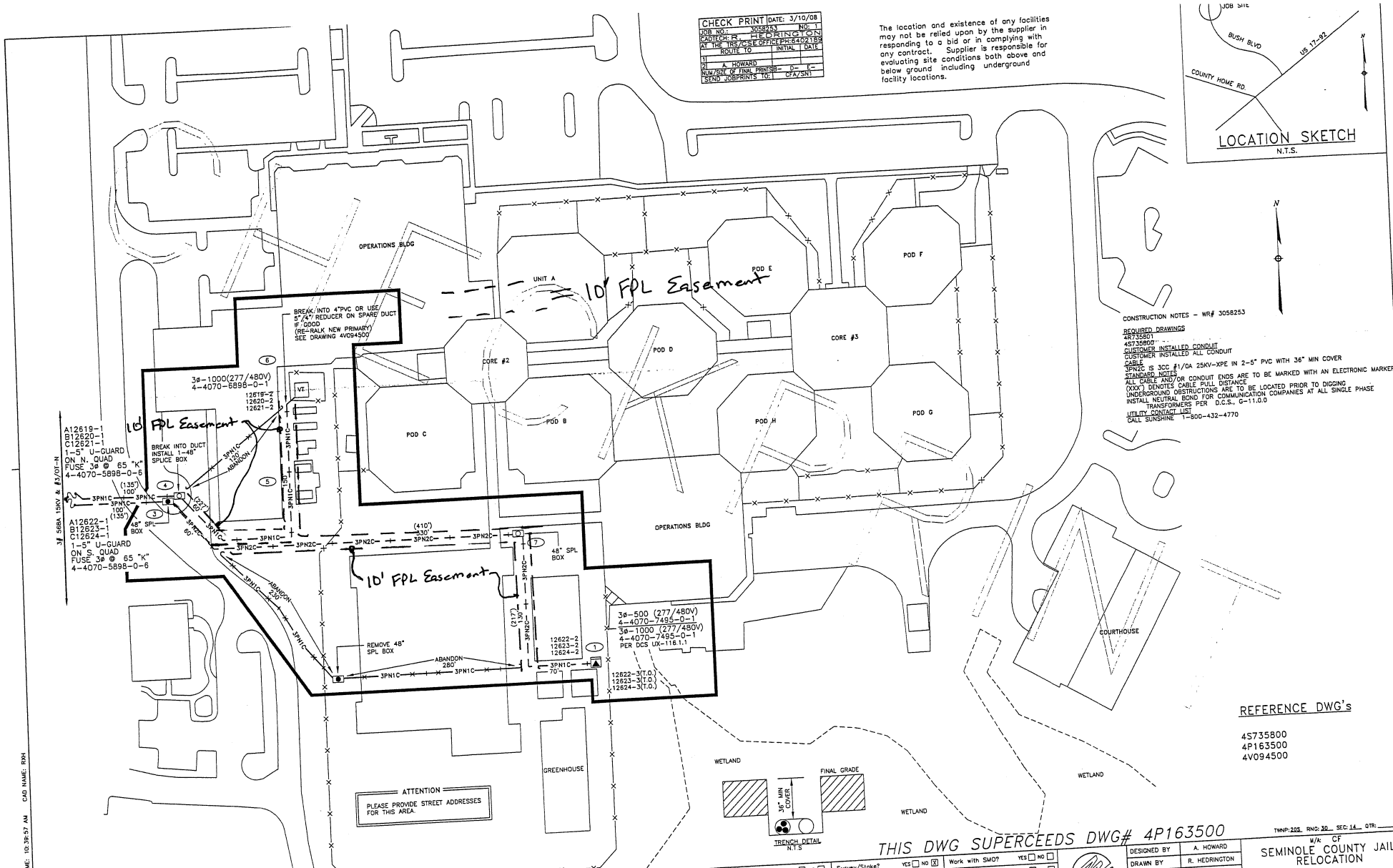

LOCATION SKETCH
N.T.S.

CONSTRUCTION NOTES - WR# 3058253

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UTILITY CONTACT LIST
CALL SUNSHINE 1-800-432-4770

REFERENCE DWG's

4S735800
4P163500
4V094500

THIS DWG SUPERCEEDS DWG# 4P163500

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WR NO.	NO	DATE	REVISION

AS-BUILT COPY
Initials / Cert. Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature / Date

AS-BUILT CREW PRINT
Foreman's Signature / Date
All required ground rods Have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature / Date

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Tree Work? YES [ ] NO [X]
Map Posting? YES [X] NO [ ]
Posted by

Survey/Stake? YES [ ] NO [X]
Designer/Stake? YES [X] NO [ ]
Trench Feet
PERMIT REQ: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA
WMD / RR XING / COUNTY RD. / TRANSM.
Telephone Request? YES [ ] NO [X]

Work with SMO? YES [ ] NO [ ]
CT/Special Mtr? YES [ ] NO [ ]
Duct Bank Feet
CATV Request? YES [ ] NO [ ]

FPL

DESIGNED BY	A. HOWARD
DRAWN BY	R. HEDRINGTON
DATE	03/11/08
MAP NO.	FC-0847

0 20 40 80 FEET

W/k CF
SEMINOLE COUNTY JAIL RELOCATION
211 BUSH BLVD
SANFORD/SEMINOLE CNTY, FL

DWG NO. 4R735801
WR: 3058253 IWR: 3484-44-231

PLOT DATE: 3/12/2008 PLOT TIME: 10:39:57 AM CAD NAME: R0H

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AT THE TRS/CSE OFFICE	PH:6402189
ROUTE TO	INITIAL / DATE
1	
2 A. HOWARD	
NUM/SIZE OF FINAL PRINTS:	0- E-
SEND JOBPRINTS TO:	CFA/SN1

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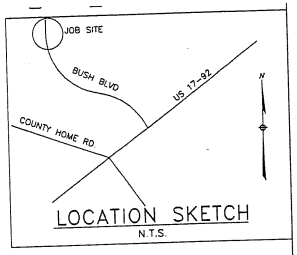

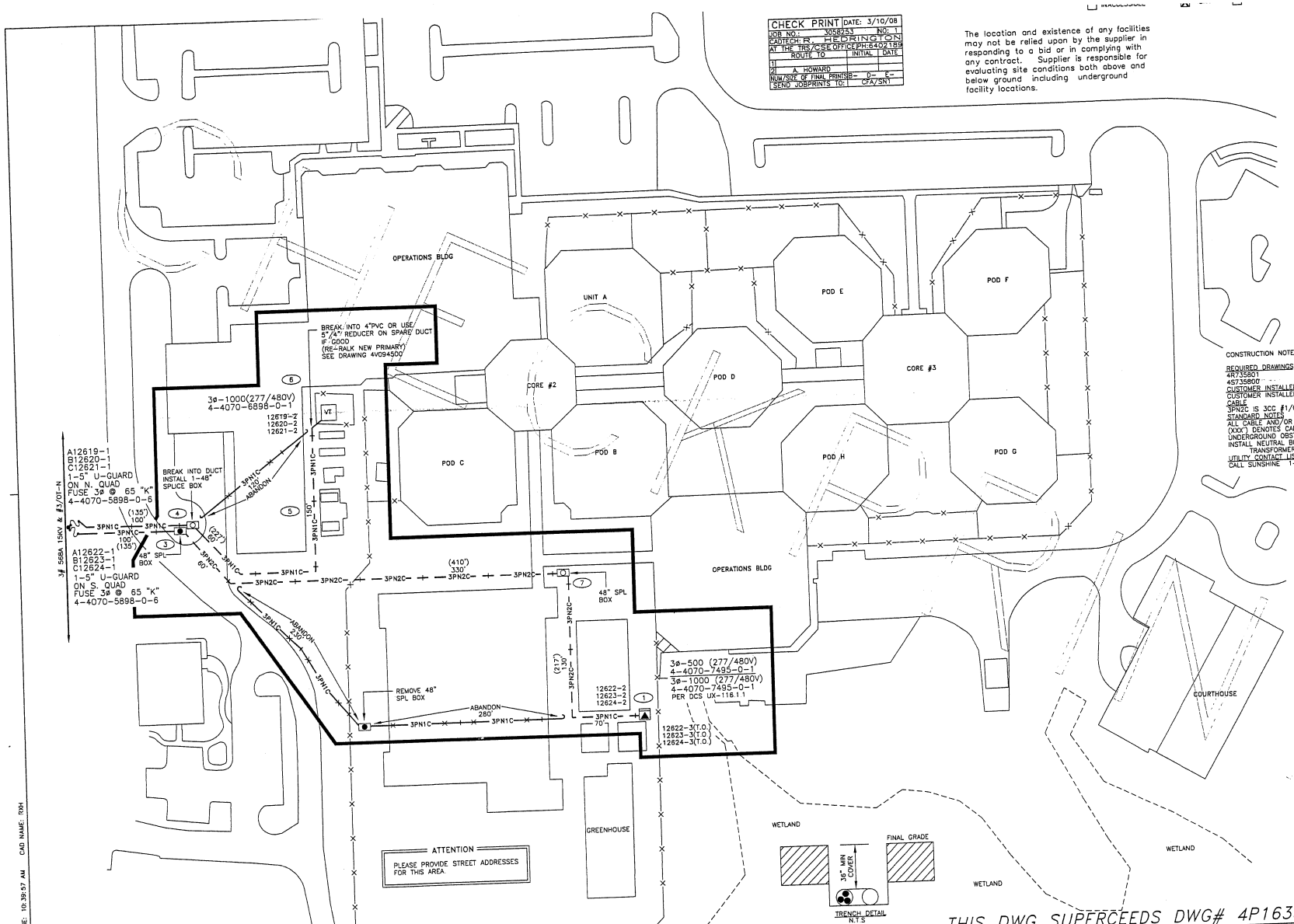

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All required ground rods Have been driven & verified to be within FPL Standards. Values are shown at all locations. — Foreman's Signature, Date

Easement? YES [X] NO [ ]
Tree Work? YES [ ] NO [X]
Map Posting? YES [X] NO [ ]
Posted by

Survey/Stake? YES [ ] NO [X]
Designer/Stake? YES [X] NO [ ]
Trench Feet
Duct Bank Feet
Work with SMO? YES [ ] NO [ ]
CT/Special Mtr? YES [ ] NO [ ]

PERMIT REQUIRED: CITY, DR. DIST., COUNTY AIR, STATE RD, FAA, WMD, RR XING, COUNTY RD., TRANSM.

Telephone Request? YES [ ] NO [X]
CATV Request? YES [ ] NO [ ]

FPL

DESIGNED BY	A. HOWARD
DRAWN BY	R. HEDRINGTON
DATE	03/11/08
MAP NO.	FC-0847

0 20 40 80 FEET

W/A: CF
SEMINOLE COUNTY JAIL RELOCATION
211 BUSH BLVD
SANFORD/SEMINOLE CNTY, FL

DWG NO. 4R735801
WR: 3058253 WR: 3484-44-231

PLOT DATE: 3/12/2008 PLOT TIME: 10:39:57 AM CAD NAME: RXH

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Proprietary Source M-385-03/PWM - E-911 Lease Equipment Upgrade

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Tammy Roberts **EXT:** 7115

MOTION/RECOMMENDATION:
Extend M-385-03/PWM - E-911 Lease Equipment Upgrade with BellSouth of Jacksonville for a period of six (6) months with a consecutive renewal option of six (6) months at the current pricing, terms and conditions.

County-wide Ray Hooper

BACKGROUND:

On July 22, 2003, the Seminole County Board of County Commissioners waived the procurement process and awarded Proprietary Source M-385-03/PWM - E-911 Lease equipment Upgrade to BellSouth of Jacksonville in the not to exceed amount of $3,290,846.00 for a 60-month term. Over the 60-month term, four (4) amendments transpired with an overall increase of approximately $21,480.00. The monthly fee increased from $54,847.43 to $59,025.00.

BellSouth of Jacksonville has agreed to extend the E-911 leasing equipment, allowing Seminole County time to secure grant funds and to purchase E-911 equipment through the formal solicitation process.

Supporting documents include the addendum agreement for the time extension.

STAFF RECOMMENDATION:
Staff recommends the Board to approve extending M-385-03/PWM - E-911 Lease Equipment Upgrade with BellSouth of Jacksonville for a period of six (6) months with a consecutive renewal option of six (6) months at the current pricing, terms and conditions.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

Addendum Agreement

Case Number FL08-4508-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Seminole County ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Special Service Arrangement (SSA) Agreement FL03-2828-03. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 8/22/2008.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.

3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Seminole County

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Addendum Agreement

Service description:
This Addendum Agreement offers an extension to the service period of the Customer's existing Agreement.

This Addendum Agreement extends the service period of the Customer's existing Agreement six (6) months from the Company date of acceptance of this Addendum Agreement and offers one (1) additional six (6) month renewal option.

Customer can cancel this Agreement without termination liability provided a new county wide system is purchased from the AT&T Product Portfolio.

All terms and conditions of Special Service Arrangement Agreement FL03-2828-03 apply to this Addendum Agreement unless modified herein.

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	There are no changes to the existing rate elements.	$.00	$.00	

RATES AND CHARGES

NOTES:

There are no other additions, deletions or changes to Special Service Arrangement Agreement FL03-2828-03 included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

END OF ARRANGEMENT AGREEMENT OPTION 1

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #5 to RFP-4172-03/JVP – Scale House Management System

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

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

MOTION/RECOMMENDATION:
Approve Amendment #5 to RFP-4172-03/JVP – Scale House Management System with Carolina Software, Wilmington, NC.

County-wide Ray Hooper

BACKGROUND:

RFP-4172-03/JVP provides for the purchase of equipment, parts and repairs to the Scale House Management System for Seminole County Solid Waste. The scope of work also includes annual maintenance and technical support for a four (4) year period after the one (1) year warranty period. Carolina Software is the manufacturer of the parts /components and related services for WasteWorks, WasteWizard, WasteVision and WasteWalker.

Amendment #5 will provide for the extension of the agreement to cover through the life of the equipment (approximately ten [10] years) to ensure continued coverage of the equipment and services described above. Authorization for provision of services by the Contractor under this agreement shall be in the form of written Release Orders issued by the County and the expenditures consist of one time fees of $43,423.49 for Wasteworks software installation on new landfill scales and scalehouse, $70,929.35 for Wasteworks upgrades for Central Transfer Station and Landfill locations, and a recurring annual fee of $17,700.00.

STAFF RECOMMENDATION:
Staff recommends the Board to approve Amendment #5 to RFP-4172-03/JVP – Scale House Management System with Carolina Software, Wilmington, NC.

ATTACHMENTS:

1. Amendment #5
2. Sole Source Form
3. Pricing Information

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

FIFTH AMENDMENT TO SCALE HOUSE MANAGEMENT SYSTEM PURCHASE AGREEMENT (RFP-4172-03/JVP)

THIS FIFTH AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on June 10, 2003, as amended December 13, 2005, October 30, 2006, February 13, 2007 and on February 27, 2008, between **CAROLINA SOFTWARE, INC.**, whose mailing address is P.O. Box 3097, Wilmington, North Carolina 28406, hereinafter referred to as "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 referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above referenced Agreement on June 10, 2003, as amended December 13, 2005, October 30, 2006, February 13, 2007 and on February 27, 2008 to supply a scale house management system for Seminole County; and

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

WHEREAS, Section 21 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 hereby amended to read:

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of ten (10) years. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the

Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

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

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

ATTEST:

CAROLINA SOFTWARE, INC.

_____
JANET H. BLANTON, Secretary

By:_____
JONATHAN P. LEEDS, Vice-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.

Approved as to form and
legal sufficiency.

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

_____
County Attorney
AEC/dg
4/21/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-4172 5am.doc

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

☒ **SOLE SOURCE** ☐ **PROPRIETARY SOURCE**

Date Requested: March 27, 2008 Requisition No.: _____

Requestor: RICHARD MEINERT Telephone/Ext.:2251 Department/Division: ES / SOLID WASTE MGMT

Description of Products/Services: Warranty Services and parts/components for WasteWorks, WasteWizard, WasteVision, and WasteWalker.
Make_WasteWorks, WasteWizard, WasteVision, WasteWalker **Manufacturer**_Carolina Software
Model#_____

Support justification (Please attached additional information as appropriate): Furnish customer support and miscellaneous supplies for the Central Transfer Station and Osceola Road Landfill Scale Management System

Proposed Vendor: CAROLINA SOFTWARE / V #204620 Phone# 910.799.6767 OFC / 910.799.1177 FAX

Other Companies contacted: (Attach documentation of each firm contacted)
PO BOX 3097, WILMINGTON, NC 28406
WWW.WASTEWORKS.COM

RFP-4172-03/JVP

Compliance:

Does the requirement comply with the definition of sole/proprietary source as described in Section 220.4? ☒Yes ☐No

Is this requirement:

Necessary: Is this commodity or service necessary to accomplish the County's task or mission? ☒Yes ☐ No

Unique: Is this commodity or service, or some necessary features, unique to this source? ☒Yes ☐ No

Compliance with Bid Tampering (F.S. 838.22) is acknowledged by signatures below:

Requesting Division Manager's Signature: _____ Date: 4/7/08

Requesting Department Director's Signature: _____ Date: 4/10/08

Purchasing and Contracts Division Determination:

Analyst	☐ Approval	☐ Disapproval	Date: BCC approval
Supervisor	☐ Approval	☐ Disapproval	Date:
Division Manager	☐ Approval	☐ Disapproval	Date:

Description Posted (at least 7 business days): From 4/22/08 to 4/30/08
Determination Posted (at least 3 business days): From _____ to _____
BCC Date, if applicable: 6/10/2008

Comments: Amendment # 5 600425 OF

Purchase Order No.: _____ Amount of Purchase: $ _____

C:\Documents and Settings\rmeinert\Local Settings\Temporary Internet Files\OLK3E\Carolina Software 03-27-08.doc -/Revised 11/29/2005

Scanned

From: **Norwood, Carol**
Sent: Tuesday, May 13, 2008 4:00 PM
To: Garcia, Gloria
Cc: Meinert, Richard; Dunning, Lisa
Subject: Carolina Software Contract information

Gloria,

Per our telephone conversation….

<u>One time fee</u>
43,423.49 Wasteworks for New Landfill Scales and Scalehouse for FY09/10
70,929.35 Wasteworks Upgrade for CTS and LF FY10/11

<u>Recurring annual fee</u>
17,700.00

All the price quotes are included in Amendment IV of current contract.

Thanks,

Carol Norwood
Senior Staff Assistant

Seminole County Solid Waste Management
Central Transfer Station
1950 State Road 419
Longwood, FL 32750

407.665.2257 Office
407.324.5731 FAX
cnorwood@seminolecountyfl.gov

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: IFB-600354-08/GMG – Term Contract for Sale of Fill Dirt Material

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

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

MOTION/RECOMMENDATION:
Award IFB-600354-08/GMG – Term Contract for Sale of Fill Dirt Material to Al Bailey Trucking, Orlando.

County-wide Ray Hooper

BACKGROUND:

IFB-600354-08/GMG provides for the sale of surplus dirt material, waste concrete and miscellaneous reinforced concrete generated from ditch cleaning, excavation and sidewalk replacement activities. The County publicly advertised this project and received two (2) submittals in response to the solicitation. Recycled Concrete Products, Inc. withdrew their submittal. Al Bailey Trucking agrees to compensate the County $0.55/cubic yard for the dirt material and $0.15/cubic yard of waste concrete.

Both materials are periodically available at three (3) County locations: Yankee Lakes, Oviedo 426 Yard and Dike Road Facility. Each of these sites are equipped with loaders. Availability and pick-up arrangements will be made one (1) week in advance and County personnel will be available to load Contractor's trucks.

This agreement shall take effect on the day of its execution and shall remain in effect for a period of three (3) years. This agreement may be renewed upon mutual agreement of the parties for three (3) additional terms not to exceed one (1) year each.

STAFF RECOMMENDATION:

Staff recommends the Board to award IFB-600354-08/GMG – Term Contract for Sale of Fill Dirt Material to Al Bailey Trucking, Orlando, Florida.

ATTACHMENTS:

1. Tabulation Sheet
2. Letter of Bid Withdrawal
3. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

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

IFB NUMBER: IFB-600354-08/GMG

IFB TITLE: Term Contract for Sale of Dirt Fill Material

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

	Response 1	Response 2
	Recycled Concrete Products, Inc.. 1520 Tallapoosa Dr. . Geneva, FL 32732 WITHDREW BID (407) 365-2661 – Phone (407) 349-9378 – Fax Camellia L. Clark- Vice President.	Al Bailey Trucking 2113 Autumn View Dr. Orlando, FL 32825 (407) 467-4797- Phone (407) 281-0572 – Fax Al Bailey – President
Dirt material	$1.01/cu. yd	$0.55/cu.yd.
Waste concrete	$0.51/cu.yd.	$0.15/cu.yd.
Misc. reinforced concrete	$0.25/cu.yd.	NB

Tabulated by Gloria M. García, Senior Procurement Analyst - Posted 4/2/08 @ 4:30 PM

Recommendation of award: Al Bailey Trucking Posted: 4/24/2008
BCC Award Date: June 10, 2008

Recycled Concrete Products, Inc.
P.O. Box 620898
Oviedo, Florida 32762-0898
(407) 349-9378

April 24, 2008

Ms. Gloria M. Garcia, CPPB
Senior Procurement Analyst
Seminole County
1101 E. 1st Street, Room 3028
Sanford, Florida 32771

Re: Invitation for Bid - IFB-600354-08/GMG
Term Contract for Sale of Dirt Fill Material

Dear Ms. Garcia:

As per our telephone conversation of today, I am respectively requesting to decline the award of bid and ask to be relieved and removed from the proposal submitted to your office for the above referenced project. It is my understanding, after our telephone conversation, that we have no legal requirements and/or monetary obligations with Seminole County as we have not yet executed a Term Contract for the fill dirt. I am requesting that you initial this letter and return via facsimile to (407) 349-9378 acknowledging same.

I apologize for the inconvenience that this may cause your office and ask that you offer the project to the next person/company in line for bid.

Thank you for your consideration and again, I apologize that we must decline this award and hope that we may be considered for future projects with Seminole County.

Sincerely,

Camellia L. Clark
Vice President

TERM CONTRACT FOR SALE OF DIRT FILL MATERIAL
(IFB-600354-08/GMG)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **AL BAILEY TRUCKING**, duly authorized to conduct business in the State of Florida, whose address is 2113 Autumn View Drive, Orlando, Florida 32825, 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 purchase dirt fill material from Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to purchase dirt fill material from COUNTY and desires to purchase dirt fill material 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 purchase dirt fill material as further described in the Scope of Services attached hereto as Exhibit A.

SECTION 2. COMPENSATION AND PAYMENT.

(a) The CONTRACTOR agrees to pay to the COUNTY for the dirt fill material called for under this Agreement fees as indicated in Exhibit B attached hereto. CONTRACTOR shall purchase all dirt fill material as offered by the COUNTY pursuant to the Scope of Services at the prices as indicated in Exhibit B.

(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.

SECTION 3. 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.

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

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

SECTION 4. TERM. This Agreement shall take effect on the date of its execution by the parties and shall remain in effect for a period of three (3) years. This Agreement may be renewed upon mutual agreement of the parties for three (3) additional terms not to exceed one (1) year

each.

SECTION 5. 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 its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise.

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

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

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

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

SECTION 6. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

SECTION 7. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION 8. 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 9. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 10. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

SECTION 11. INSURANCE.

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

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

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

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

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

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

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

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

authorized as a group self-insurer by Section 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 its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard

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

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

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

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

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Products/Completed Operations Aggregate	$500,000.00
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00
Fire Damage (any one fire)	$500,000.00
Medical Expense (any one Person)	$500,000.00

(3) Business Auto Policy.

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

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

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

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$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.

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

SECTION 12. DISPUTE RESOLUTION.

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

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

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

SECTION 13. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

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

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

SECTION 14. 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 15. 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 16. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 17. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 18. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 19. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and

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

SECTION 20. 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:

Roads & Stormwater Division
177 Bush Loop
Sanford, FL 32773

For CONTRACTOR:

Al Bailey Trucking
2113 Autumn View Drive
Orlando, FL 32825

SECTION 21. 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.

SECTION 22. 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.

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

AL BAILEY TRUCKING

By: _____
, President

Date: _____

SEMINOLE COUNTY, FLORIDA

By: _____
CYNTHIA A. COTO, County Manager

Date: _____

Within authority of Resolution No. 93-R-71 adopted February 23, 1993.

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

AEC/lpk/sjs
2/15/08, 4/23/08, 4/28/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\IFB-600354 - Al Bailey Trucking.doc

Attachments:
Exhibit A - Scope of Services
Exhibit B - Fee Schedule

EXHIBIT A

Section 1
General Description of Project

Sale of Dirt Fill Material

Seminole County Government is offering the following fill type materials:

Dirt material: This material is generated by ditch cleaning and other excavation activities. It is sifted mechanically to remove debris larger than four inches. There are no guarantees as to the composition of the soils, but it can be inspected prior to purchase. *The County generates approximately 10,000 cubic yards of excess dirt per year.*

Waste concrete: This is almost all generated by sidewalk replacement activities. It consists of broken sidewalk panels with no reinforcement. *The County generates approximately 1,500 cubic yards annually.* There is also a smaller amount of miscellaneous reinforced concrete from pipe replacement and demolition work. *The County generates approximately 200 cubic yards and it can vary in size.*

Both materials are periodically available at several sites throughout Seminole County. Availability and pick-up arrangements should be made one week in advance so County personnel can be available to load purchaser's trucks. ***Contact person: Linda Robbins Phone number: 407-665-5321***

Section 3
Price Submittal

PROJECT: **Sale of Dirt Fill Material**

COUNTY CONTRACT NO. **IFB-600354-08/GMG**

Name of Bidder: AL Bailey

Mailing Address: 2113 Autumn View DR

Street Address:

City/State/Zip: Orlando FL 32825

Phone Number: (407) 467-4797

FAX Number: (407) 281-0572

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder hereby agrees to offer a firm, fixed price and/or other considerations for the above mentioned property, and furnish all in strict conformity Bid Documents, including Addenda Nos. _____ through _____, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents.

ITEM NO.	DESCRIPTION	EST. ANNUAL QTY.	UNITS	UNIT PRICE	TOTAL PRICE
001	Dirt material	10,000	cu. yd	$ .55	$ 5,500.00
002	Waste concrete	1,500	cu. yd.	$ .15	$ 255.00
003	Misc reinforced concrete	200	cu. yd.	$ _____	$ _____

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 31st day of March, 2008.

AL BAILEY
(Name of BIDDER)

Al Bailey
(Signature of person signing this BID FORM)

AL Bailey
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-3112-08/RTB - Animal Control Facility Building Reconstruction

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

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

MOTION/RECOMMENDATION:
Award CC-3112-08/RTB in the amount of $364,990.00 to Abba Construction, Inc. of Jacksonville, Florida, for all labor, materials, equipment, tools, transportation, services and incidentals necessary for the reconstruction of the Animal Control Facility Building located at 232 Bush Blvd., Sanford, Florida 32773.

County-wide Ray Hooper

BACKGROUND:

CC-3112-08/RTB will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the renovation and minor construction of Seminole County Animal Control Facility located at 232 Bush Blvd., Sanford, Florida, 32773.

The project was publicly advertised and the County received thirteen (13) responses. The Review Committee consisting of Scott Werley, Construction Manager, Facilities Management; James Salter, Facilities Planner, Facilities Management; and Mary Beth Lake, Animal Control Division, Public Safety, reviewed the responses. Consideration was given to bid price, qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Abba Construction, Inc., in the amount of $364,990.00. The completion time for this project is one hundred twenty (120) days to Substantial Completion, and an additional thirty (30) days to Final Completion, for a total agreement time of one hundred fifty (150) days from the issuance of a Notice to Proceed by the County. The backup documentation includes the Bid Tabulation Sheet, which provides the following information on cost savings realized by the County under this solicitation:

High Bid	$639,528.93
Low Bid	$364,990.00
Cost Avoidance	$274,538.93

The Project Budget is $700,000.00. This is a budgeted item and funds are available pending Board approval in the account line for Facilities Maintenance - Construction in progress (010560.560650, CIP 00274801).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-3112-08/RTB in the amount of $364,990.00 to Abba Construction, Inc. of Jacksonville, Florida, for all labor, materials, equipment, tools, transportation, services and incidentals necessary for the reconstruction of the Animal Control Facility Building located at 232 Bush Blvd., Sanford, Florida 32773.

ATTACHMENTS:

1. CC-3112-08_RTB Award Agreement with ABBA
2. CC-3112-08_RTB - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT
ANIMAL CONTROL FACILITY BUILDING RECONSTRUCTION
(CC-3112-08/RTB)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **ABBA CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 6963-1 Business Park Boulevard North, Jacksonville, Florida 32256, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, including the Scope of Services (attached hereto as Exhibit A) and the solicitation package and all addenda thereto. The Work is generally described as Seminole County Animal Control Facility Building Reconstruction.

The Project for which the Work under the Contract Documents is a part is generally described as Seminole County Animal Control Facility Building Reconstruction.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Bentley and Associates, whose address is 665 Warren Avenue, Longwood, Florida 32750.

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

(c) PROJECT MANAGER shall be James Salter of the COUNTY's Facility Management Division.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within one hundred twenty (120) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

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

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

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

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is THREE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED NINETY AND NO/100 DOLLARS ($364,990.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

of the Contract Documents.

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

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

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

SECTION 5. PAYMENT PROCEDURES.

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

(b) *Progress Payments*. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by

ENGINEER, in accordance with Section 14 of the General Conditions.

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

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

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

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

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled

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

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

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

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

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts,

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

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

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

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

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or

any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

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

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

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

entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

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

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

retainage.

SECTION 8. CONTRACT DOCUMENTS.

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

(1) This Agreement;

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

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

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

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

(1) Performance Bond;

(2) Payment Bond;

(3) Material and Workmanship Bond;

(4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

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

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) Contractor's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

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

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

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

(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

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

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

SECTION 9. LIQUIDATED DAMAGES.

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

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

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

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

SECTION 10. MISCELLANEOUS.

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

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

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

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

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

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

For COUNTY:

Seminole County Facilities Management
205 W. County Home Road
Sanford, FL 32773

COPIES TO:

Bentley Architects & Engineers, Inc.
665 West Warren Avenue
Longwood, FL 32750

For CONTRACTOR:

Abba Construction, Inc.
6963-1 Business Park Blvd. North
Jacksonville, FL 32256

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:

_____
, Secretary

(CORPORATE SEAL)

ABBA CONSTRUCTION, INC.

By:_____
MACK REIFERS, President/CEO

Date:_____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

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

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

AEC:sjs
2/28/08, 5/1/08, 5/22/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-3112-08.doc

Scope of Services
Exhibit "A"

Seminole County is seeking a qualified General contractor to provide all labor, materials, tools, construction equipment and machinery, utilities, transportation and other incidentals and services necessary to complete the reconstruction of the Animal Control Facility Building in accordance with the specifications and construction drawings sealed by the Engineer of Record.

This project will consist of site demolition, site utilities and site improvements along with the construction of all the architectural, structural, masonry, mechanical, plumbing and electrical systems of an approximately 3,000 square foot service facility utilized by Seminole County for animal treatments.

COPY

EXHIBIT B

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT:
COUNTY CONTRACT NO. CC-3112-08/RTB – Animal Control Facility Building Reconstruction

Name of Bidder: Abba Construction, Inc.

Mailing Address: 6963-1 Business Park Blvd. N.

Street Address: 6963-1 Business Park Blvd. N.

City/State/Zip: Jacksonville, FL 32256

Phone Number: (904) 886-2990

FAX Number: (904) 886-7036

Contractor License Number: CGC1510602

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 5 9 M, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

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

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

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

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

BID FORM

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

TOTAL AMOUNT OF BID: 364,990.00
(Including electrical room total below) (NUMBERS)

Three Hundred Sixty Four Thousand Nine Hundred Ninety
(IN WORDS)

Seminole County would like to identify the total electrical room cost for this project. Therefore, along with the Total Amount of Bid submitted above, we require the itemized costs for the Electrical Room. The Electrical Room items *(Refer to Sheets E101 thru E700)* that require bid cost breakouts are listed below:

TOTAL AMOUNT OF ELECTRICAL ROOM LABOR AND MATERIAL BID COSTS: $ 47735.00
(NUMBERS)

Install Electric Meter	$ 2,387.00
Install Panel Boards A & MDP w/ Grounding & Surge Suppressor	$ 7,160.00
Intercept & Extend Existing Conduit w/ Feeder Conductors: From PPA to MDP	$ 9,547.00
Intercept & Extend Existing Conduit w/ Feeder Conductors: From LPA to MDP	$ 7,160.00
Disconnect Temporary Overhead Service Drop Conductors / Weatherhead and Provide Underground Feeder to MDP Disconnect & Remove Temporary Utility	$ 2,387.00

Service Conductors and Disconnect & Remove Temporary Feeder to Panel LPA	$ 2,387.00
Lighting Fixtures, Wiring, Switches, Outlets & Receptacles for Room 414	$ 9,547.00
Lighting Contactor, Time Clock & Photocell	$ 2,387.00
Fire Alarm System	$ 4,773.00

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

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

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

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

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 18th day of April, 2008.

Abba Construction, Inc.
(Name of BIDDER)

Mack E. Reifers CEO
(Signature of person signing this BID FORM)

Mack E. Reifers
(Printed name of person signing this BID FORM)

CEO
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS "bidders'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.

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

NOTICE TO BIDDERS:

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

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
0-1	LF		2.00	
1-4	LF		4.00	
4-6	LF		10.00	
6-10	LF		15.00	

TOTAL $_____

Mack E. Reifers, CEO
Printed Name

Mack E. Reifers COO
Signature

Abba Construction, Inc.
Bidder Name

March, 24 2008
Date

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: Abba Construction, Inc.

Signature: Mack E. Reifers CEO

Printed Name: Mack E. Reifers

Title: CEO

Date: March 24, 2008

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 24th day of March, 2008, by Mack E. Reifers of Abba Construction, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

ALISON T ANDERSON
Comm# DD0539438
Expires 6/17/2010
Bonded thru
Florida Notary Assn., Inc

Alison T. Anderson
Print Name Alison T. Anderson
Notary Public in and for the County
and State Aforementioned

My commission expires: 6/17/2010

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

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

BID NUMBER: CC-3112-08/RTB
PROJECT TITLE: Animal Control Facility Building Reconstruction
OPENING DATE: April 30, 2008 2:00 P.M.

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Abba Construction, Inc. 6963-1 Business Park Blvd N. Jacksonville, FL 32256 Mack E. Reifers 904-886-2990-Phone 904-886-7036-Fax	Shoemaker Construction Co, Inc. 214 Hickman Drive, Suite 100 Sanford, FL 32771 Alan Dean Shoemaker 407-322-3103-Phone 407-322-1205-Fax	McMahan Construction Co, Inc 123 E. Indiana Avenue Deland, FL 32724 Robert Kellogg 386-734-1071-Phone 386-738-2692-Fax	Southern Building Services, Inc. 1165 E. Plant Street, Ste 9 Winter Garden, FL 34787 Jeffery Sherron 407-877-1108-Phone 407-877-7188-Fax
Total Amount of Bid	**$364,990.00**	**$365,800.00**	**$399,000.00**	**$421,850.00**
Acknowledgement of addenda 1-9	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Nonsegregated Facilities Form	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	RB Marks Construction, Inc. 2605 W. Lake Mary Blvd. 111 Lake Mary, FL 32746 Mack E. Reifers 407-323-2102-Phone 407-323-2103-Fax	Johnson-Laux Construction 4502 35th Street, Suite 500 Orlando, FL 32811 Anthony Laux 407-770-2180-Phone 407-770-2181-Fax	RL Burns, Inc. 1203 West Gore Street Orlando, FL 32805 Robert L. Burns 407-839-1131-Phone 407-839-1185-Fax	Heart Construction, LLC 2830 Scherer Drive, Suite 320 St. Petersburg, FL 33716 Joyce Mitchell 727-576-8022-Phone 727-573-0474-Fax
Total Amount of Bid	**$428,011.00**	**$455,000.0**	**$456,500.00**	**$485,000.00**
Acknowledgement of addenda 1-9	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Nonsegregated Facilities Form	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #9	Response #10	Response #11	Response #12
	Pooley Enterprises, Inc. 7131 Grand National Dr ,104 Orlando, FL 32819 Richard Pooley 407-363-1993-Phone 407-363-1099-Fax	T&G Constructors 8623 Commodity Circle Orlando, FL 32819 Dave Grabosky 407-352-4443-Phone 407-541-3801-Fax	MVB & Associates, Inc. 6250 Hazeltine National Dr. 100 Orlando, FL 32822 Carmen R. Simeone 407-578-9595-Phone 407-578-1623-Fax	BDG Construction Services, LLC 5703 Red Bug Lake Rd, Ste 168 Winter Springs, FL 32708 John W. Derieux 407-951-7451-Phone 407-951-5682-Fax
Total Amount of Bid	**$492,644.00**	**$499,500.00**	**$540,068.00**	**$558,438.00**
Acknowledgement of addenda 1-9	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Nonsegregated Facilities Form	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #13
	ACS Construction Inc. 672 Jackson, Avenue Winter Park, FL 32789 Gino DellaCava 407-628-5552-Phone 407-628-3957-Fax
Total Amount of Bid	**$639,528.93**
Acknowledgement of addenda 1-9	Yes
Bid bond	Yes
Trench Safety Act	Yes
Bidder Information Form	Yes
Non-Collusion Affidavit	Yes
Nonsegregated Facilities Form	Yes
Drug-Free Workplace Form	Yes
References	Yes

Opened and Tabulated by Robert Bradley *(Posted by Robert Bradley on May 1, 2008 at 2:00 PM Eastern))*

Recommendation of Award: ABBA Construction, Inc.

BCC Agenda Date: June 10, 2008 (Posted by Robert Bradley on May 21, 2008 at 1:30 PM Eastern)
(Re-Posted by Bob Hunter on May 21, 2008 at 5:00 PM Eastern)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: RFP-600223-07/GMG - Radio-Based Automatic Reader System for Seminole County Environmental Services Department

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

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

MOTION/RECOMMENDATION:
Approve Award of RFP-600223-07/GMG – Radio-Based Automatic Meter Reading for Seminole County Environmental Services Department to Badger Meter Inc., Milwaukee, Wisconsin.

County-wide Ray Hooper

BACKGROUND:
Staff issued RFI-600153-07/GMG with the purpose of obtaining information to convert the existing meter reading process to an automated radio-based system for meter reading. The County publicly advertised the project and received nine (9) submittals in response to the solicitation. The Evaluation Committee, composed of Alauddin Ali, Technology System Administrator, Information Technology Services; Bob Briggs, Sr. Financial Manager, Environmental Services Department; Robert Dehler, Project Manager II, Environmental Services Department/Water & Sewer; David Gregory, Solid Waste Manager, Environmental Services Department; Tom Owens, Maintenance Technology Supervisor, Environmental Services Department/Water & Sewer; Gary Rudolph, Utilities Manager/Environmental Services Department; Dennis Westrick, PEI Manager, Environmental Services Department; and Joseph Pew, Meter Services Supervisor, Environmental Services Department/Water & Sewer (replacing David Gregory, who no longer works for the County), evaluated the submittals. Seven (7) firms were shortlisted by the Evaluation Committee and RFP-600223-07/GMG was issued to the qualified applicants for the second phase of the project, listed in alphabetical order:

- Amco Water Metering Systems, Ocala, Florida
- Badger Meter, Inc., Milwaukee, Wisconsin
- Datamatic, Ltd, Plano, Texas
- HD Supply Waterworks, Orlando, Florida
- Municipal Water Works, Inc., Orlando, Florida
- Sunstate Meter & Supply, Inc., Newberry, Florida
- Triton Water Technologies, Tampa, Florida

The Evaluation Committee interviewed these firms giving consideration to each firm's delineated qualifications and experience, technical plan, approach to the project and price proposal. The estimated cost of this project is $500,000.00. The contract will take effect on

the date of its execution and will run for a five (5) year base period. At the sole option of the County, the agreement may be renewed for five (5) renewal periods not to exceed one (1) year each. Authorization for provision of services by the Contractor under this agreement shall be in the form of written Release Orders issued by the County based on annual amount budgeted by the County for this project.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600223-07/GMG- Radio-Based Automatic Meter Reading System for Seminole County Environmental Services Department to Badger Meter, Inc., Milwaukee, Wisconsin.

ATTACHMENTS:

1. Evaluation Score for RFI-600153-07/GMG
2. RFP-600223 Presentations Score
3. RFP-600223 Evaluation & Ranking
4. Tabulation Sheet/Status
5. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

RFI Evaluation Score for Automated Meter Reading Systems

RFI-600153-07/GMG

	Amco Water	Badger Meter, Inc	Datamatic, Ltd.	HD Supply Waterworks	Hersey Meters	Municipal Water Works	SunState Meter	Tech To Be	Triton Water
Highly Acceptable (3)	1	4	0	1	0	1	2	1	0
Acceptable (2)	4	3	4	3	2	4	5	1	0
Marginal (1)	2	0	3	2	4	1	0	2	0
Unsatisfactory (0)	0	0	0	1	1	1	0	3	7
Total Score	13	18	11	11	8	12	16	7	0

Evaluators:

Bob Briggs, Environmental Services Department
Robert Dehler, Environmental Services Department
David Gregory, Environmental Services Department
Tom Owens, Environmental Services Department
Gary Rudolph, Environmental Services Department
Dennis Westrick, Environmental Services Department
Alauddin, Ali, BITS Department

RFP Presentations Score for Automated Meter Reading Systems

RFP-600223-07/GMG

	Amco Water	Badger Meter, Inc	Datamatic, Ltd.	HD Supply Waterworks	Municipal Water Works	SunState Meter	Triton Water
Shorlisted (Yes/No)	**Yes**	**Yes**	**No**	**Yes**	**No**	**Yes**	**No**

Evaluators:
Bob Briggs, Environmental Services Department
Robert Dehler, Environmental Services Department
David Gregory, Environmental Services Department
Tom Owens, Environmental Services Department
Gary Rudolph, Environmental Services Department
Dennis Westrick, Environmental Services Department
Alauddin, Ali, BITS Department

Considerations:
Current system drive-by, fixed, hybrid?
Fixed based system - can be hybrid?
Need to run different AMR system or database for fixed network collectors?
Type of AMR database
How many utility users can be in the system simultaneously?
Can the meters readings from handhelds, mobile data collectors, fixed network collectors merge dynamically into the same database?
Can the AMR system work with generic Windows based hardened laptops or need vendor specific laptops? Cost and weigh?
Data transferred from handhelds, drive-by, fixed collectors to be billing/AMR database? USB drive drive, flash cards, network
Is AMR system independent of the billing system or integrated?

Presentations and RFP submittals : August 30 and 31, 2007
Evaluation Committee Meeting: September 6, 2007 at 11:00 AM - Environmental Services Conference Room

RFP-600223-07/GMG

EVALUATION RESPONSES AND RANKING

Responder =>	Dehler, Robert		Owens, Tom		Ali, Alauddin		Briggs, Bob		Pew, Joseph		Average Ranking
	Rank	Comment	Rank	Comment	Rank	Comment	Rank	Comment	Rank	Comment	
Amco Water Meter Systems	3	Local support and meter factory in Ocala Florida. Can transfer over from drive by system to fixed. 10 to 80 mlwatts, FCC License 1400 mgz system. ISO 9000 and 2000 compliance. Some questions still standing on software system.	5	Supplied radios and kent meters, not encoders for other brands. Local supply, could not explain software.	4	AMR front end interface is acceptable. Their Positive Displacement Meters meet RFP. However, AMR solution, their data warehousing, and networking are not acceptable. They are still working with Windows NT 4.0. Future fixed network migration requires changing out the MIUs.	4	Factory located in Ocala, and could expedite ordering, delivery and service concerns. Any transition to a fixed system at a later date requires unit change-out based on physical units. Future generation units may not have this limitation.	4	Metering system can be modified from drive by to fixed for an additional cost. FCC license required. Meters met all specs.	4
Badger Meter Inc.	2	Open architecture, non-licensed 900mgz radio system(Good). Drive by to fixed system with no charges! Panasonic Tough Book computer, no software up-grades/changes needed transfering over. Good meters with true encoders.	1	System appears to very stable, will work on 95% of meters in our system. Have encoders for multiple brands, appears to easily convert over.	1	AMR backend is HTE 6.1 compatibale. System is adaptable to meters from other vendors. Future migration to fixed network is possible with any given infrastructure. MIUs do not require battery replacement during warrenty period.Weekness: Handheld DCUs require readers to be within 1000 feet proximity	1	High direct compitabilty with majority of existing system meters. Retro-fit would be extremely easy with minimal transition issues. Firm has an excellent service history with the County.	1	No need for dual software when changing from a drive by to fixed system.No FCC license required and true encoder meters.	1.2
Datamatic, LTD.	6	Not in the meter supply business. Their system in nice, but not what we are looking for.	6	Sell no meters, would have to convert every meter, no absolute encoder.	3	AMR interface is acceptable. Data warehousing is OK. MIUs capable of reaching up to 2000 feet. Future integration has not been addresed. Not a lot of clarification on the handheld data collection units.	5	Vendor does not supply meters. Retro-fit requires a hand-sweep in the meter for reading, not an encoder.	6	AMR company only. Does not supply meters.	5.2
HD Supply Waterworks	4	Fixed to drive-by conversion requires hardware and software changes. Licensed FCC required. Sensus meters only. Meters do have true encoders.	3	Was selling their fixed system and not drive by. Seemed to expensive to start with	5	RFP has not been addressed. Only addressed fixed network system; no drive-by; no hybrid. System doesn't meet the RFP criteria	2	Presented a fixed-base system only. Not any drive-by capabilities.	2	Sensus meters. FCC license required.Concerned about cost. True encoder meters.	3.2
Municipal Waterworks	5	Meters and radio system all one unit. Drive-by to Fixed system requires software and hardware changes. Not true encoders. (Master Meters)	4	Not absolute encoders, will only work with their meters. Master Meters is a multijet meter.	6	Not enough info on the actual AMR system. Specific RFP has not been addressed. No absolute encoders; only work witheir own meters.	6	Meter proposed is a multi-jet instead of positive displacement. the AMR is not a true encoder. Local (Orlando) address.	5	PD(Positive Displacement) meters. Change out required when transferring from drive by to fixed.	5.2
Sunstate Meter & Supply, Inc.	1	Neptune Meters, Absolute encoder technology. 900 mgz un-licensed, with 100 mlmatt power.	2	Met specifications with meters and radio, data collection system seemed to be large and out dated. System appears hard to upgrade in future	2	Very customizable AMR software - Equinox. Backwards compatible, and client-server architecture. Their replacement meters are industry standard. However, MRX920 (45 lbs) is too bulky; not open to other laptops or vendors. Their migration to fixed network is still premitive.	3	Offers meters (Neptune) and an AMR system with true encoder technology	3	Neptune meter with absolute encoders. Good meter and no FCC license required.	2.2
Triton Water	7	Didn't meet specs in anyway. Engineering servcies.....	7	Did not meet specifications at all. More of an Engineering firm	7	RFP has not been addressed. No information submitted on their product.	7	Offers consulting services related to meters and reading technologies best suited to uniqueness of a given system. Does not not meet the intent of the RFP.	7	Consultanting firm. Did not meet needs.	7

B.C.C. - SEMINOLE COUNTY, FL

BID NUMBER: RFP-600223-07/GMG

BID TITLE: **Radio Based Automatic Meter Reading System for Seminole County**

DUE DATES: August 30-31, 2007

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.

Response 1	Response 2	Response 3	Response 4	Response 5
Amco Water Metering Systems 1100 SW 38th Avenue Ocala FL 34474	Badger Meter, Inc. 4545 W. Brown Deer Rd. Milwaukee, WI 53223	Datamatic, Ltd. 3600 K. Ave. Plano, TX 75074	HD Supply Waterworks 590 Ferguson Dr. Orlando, FL 32805	Municipal Water Works, Inc. 3028 Mercy Drive Orlando, FL 32808-3139
(800) 874-0890 – Phone Ann Shannon Jamie Allen	(800) 876-3837 x15895 Phone (414) 371-5981 – Fax Pamela G. Stokke-Ceci	800-880-2878 – Phone 972-234-1134 – Fax Danny Padrón	(407) 291-1545 – Phone (407) 291-2006 – Fax David L. Bryant	(407) 295-2400 – Phone (407) 295-2455 - Fax James Mathis

Response 6	Response 7
Triton Water Technologies 9506 Lake Chase Island Way Tampa, FL 33626	Sunstate Meter & Supply, Inc. 14001 W. Newberry Rd Newberry, FL 32669
(407) 312-1073 – Phone (407) 977-6751 – Fax Jeff Marshall	(352) 332-7106 – Phone (352) 332-5604– Fax Jeff Kimbrough

Presentations and RFP submittals: August 30 and 31, 2007
Evaluation Committee Meeting**: September 6, 2007 at 11:00 AM** – Environmental Services Conference Room
2nd Evaluation Committee Meeting: March 6, 2008 at 2:00 PM – Purchasing & Contracts Conference Room
Site Visit: April 14, 2008 – Sarasota County Utilities Division (Badger Meter 's Orion Migrateable System)
Recommendation of Award: Badger Meter, Inc. Posted 4/22/08 – BCC Award Date: June 10, 2008

TERM CONTRACT FOR PURCHASE OF RADIO-BASED AUTOMATIC METER READING SYSTEM FOR SEMINOLE COUNTY (RFP-600223-07/GMG)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **BADGER METER, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P. O. Box 245036, Milwaukee, Wisconsin 53224-9536, 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 a radio-based automatic meter reading system for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide a radio-based automatic meter reading system to COUNTY and desires to provide services according to the terms and conditions stated herein,

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

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

orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of five (5) years. At the sole option of COUNTY, this Agreement may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the equipment authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of equipment by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the equipment required and shall state the dates for delivery of equipment and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services 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 equipment to be provided by CONTRACTOR shall be delivered, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the equipment called for under this Agreement on a Fixed Fee basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the County for purchase of radio-based automatic meter reading equipment.

SECTION 6. PAYMENT AND BILLING.

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

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

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

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

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

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

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

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section

reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

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

SECTION 9. TERMINATION.

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

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

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable

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

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

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

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

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age,

disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

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

SECTION 13. CONFLICT OF INTEREST.

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

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

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112,

Florida Statutes, COUNTY shall have the right to terminate this Agreement.

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

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

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

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall

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

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

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

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

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

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 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 its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement

completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

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

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

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

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

(3) Business Auto Policy.

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

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

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

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

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

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

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

SECTION 18. DISPUTE RESOLUTION.

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

dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

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

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

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

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

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

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

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

honored by COUNTY.

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

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

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

For COUNTY:

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

For CONTRACTOR:

Badger Meter, Inc.
P. O. Box 245036
Milwaukee, WI 53224-9536

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

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

BADGER METER, INC.

By: _____
, President

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

AEC/sjs
4/28/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600223-07.doc

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

Badger Meter, Inc.

Exhibit A

Price Proposal

A. Proposer must submit the costs associated with the required services including all direct and indirect costs.

5/8x3/4 Badger MLP Bronze, ADE, ORION Data Profile Transmitter	$124.95 ea.
1" Badger M55 Bronze, ADE, ORION Data Profile Transmitter	179.94 ea.
1-1/2" M120 Elliptical, ADE, ORION Data Profile Transmitter	298.84 ea
2" M170 Elliptical, ADE, ORION Data Profile Transmitter	362.35 ea.
ADE, ORION Data Profile Transmitter for 5/8"-2" Badger Disc Meters Retrofit price for all existing Badger Meters - Includes encoder register and ORION Transmitter.	87.00 ea
Orion Universal Data Profile Transmitter for ABB, Hersey, Neptune & Sensus meters Retrofit price for all Competitors water meters - Includes ORION "Universal" Transmitter, does not include encoder.	74.00 ea.

Included in above:
(1) Premium Panasonic Laptop with GPS
(2) Badger Handhelds,
(1) Badger Main Line Loader/Charger w/PC Cable
(1) Badger Secondary Loader/Charger
(1) ORION Data Profile Viewer Software w/Download Cable
(1) Badger CONNECT Meter Reading Software
(3) Day ORION Training

Billing Interface - HTE (version 6.1) Annual Maintenance (Responsibility of Seminole County to pay directly to HTE)	$1,010.00

2. TECHNICAL INFORMATION / APPROACH / IMPLEMENTATION

A. How would your system be implemented with the County's current meter system (retro-fit)? The County is looking to have the AMR system support as many meters in our utility systems including water/reuse/wastewater, and pumping as follows:

- Residential Meters- 40,000 meters
- Compound Meters- 100 meters
- Facilities and Pumping- 260 meters

With the County's current meter system, the standard registers will be removed and replaced with our integrated encoder/ORION Transmitter, No Programming Required. For meters other than Badger, the ORION Universal Module will be used by connecting three wires to that manufacturers supplied encoder register, again, No Programming Required.

B. AMR system compatibility with other manufacturers is required. How would the County manage a change in meter suppliers in the future: What characteristics of your product would enhance or impede a potential change?

For competitive meters that do not have to be replaced, the County is able to take advantage of the ORION Universal Module - ORION transmitters are factory pre-programmed to connect to Elster- AMCO Scancoder and Invision Register, Hersey Translator, Neptune ProRead/E-Coder and Sensus ECRII/ICE Encoder. The County would need to procure the competitive encoders for these meters as the County will receive more favorable pricing than Badger Meter, Inc.

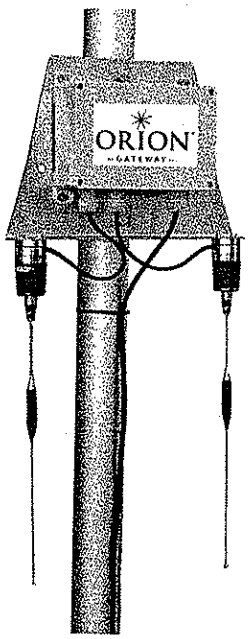
C. All AMR computer software and hardware shall interface and be compatible with SCES's current Customer Information System HTE Inc. 6.1 Version. Please verify that your company will be completely responsible for interfacing your AMR system with the County's current billing system. If there is any performance required from the County billing system vendor to ensure a seamless interface, please describe. SCES is considering a possible change in billing software in the future. What other billing system are you compatible with and how can you aid in a potential future change?

Badger Meter's Meter Data Management software is designed with a flexible billing system software interface. We have successfully interfaced our software with over 350 different billing software systems and have specifically interfaced to HTE Inc. with 46 of our water utility customers. Our interface is comprised of a standard 256-character flat file format, which can be customized per the customer's needs. Badger will perform the interface to the current billing vendor software however, we must be in contact with the vendor in the process. If the County changes billing vendors after Badger Meter has completed the interface with the existing billing vendor, additional charges may apply if the selected vendor is not one that Badger has successfully interfaced with in the past. Our Technical Support staff can assist in making any necessary changes to your interface format to accommodate a new billing vendor.

D. Communications - With meter interface and handheld data collection units, please state transmission ranges and transmitter frequencies. The County is also interested in unlicensed radio communications system. The County is interested in a Drive-By system converting to a Fixed-Network system eventually. Please provide a road map of the proposed system to be converted or upgraded to a fixed network real-time communications system. Describe any cost involved in the system conversion, including all system components in need of change-out and/or replacement.

AMR INDUSTRY TRENDS *-Industry experts predict that the future trend of AMR is leaning more and more toward flexible hybrid solutions that can utilize the many wireless options available today as well as the many other options to come in the future. With this in mind, utilities do not want to make an AMR purchase today and find out that it is going to be out-of-date or obsolete in the near future. Our customers can rest assured that the AMR choice they make today with ORION is not only the best choice in mobile AMR technology, but is also the right choice for future migration into emerging networks. Badger Meter has developed close alliances with industry leaders in network technology including Cisco, Motorola, Sprint / Nextel, Tropos and SkyPilot. Our alliances with these network leaders allows ORION to easily migrate from a mobile AMR system into any of these network solutions, with no changes or reprogramming of the transmitters already installed in the field.*

HYBRID AMI SOLUTION *– Badger's ORION AMR system offers the utility the ability to migrate into a countywide Wi-Fi network, cellular network or a point-to-point network technology (please see diagrams below) by virtue of its built-in flexibility. Badger Meter has developed an innovative receiver product that allows a utility to move seamlessly from a walk-by or drive-by ORION solution into a network AMI (Advanced Metering Infrastructure) system when the county deploys a countywide network. Badger's ORION Gateway receiver provides connectivity to numerous network hardware manufacture's equipment due to its simplicity and flexibility.*

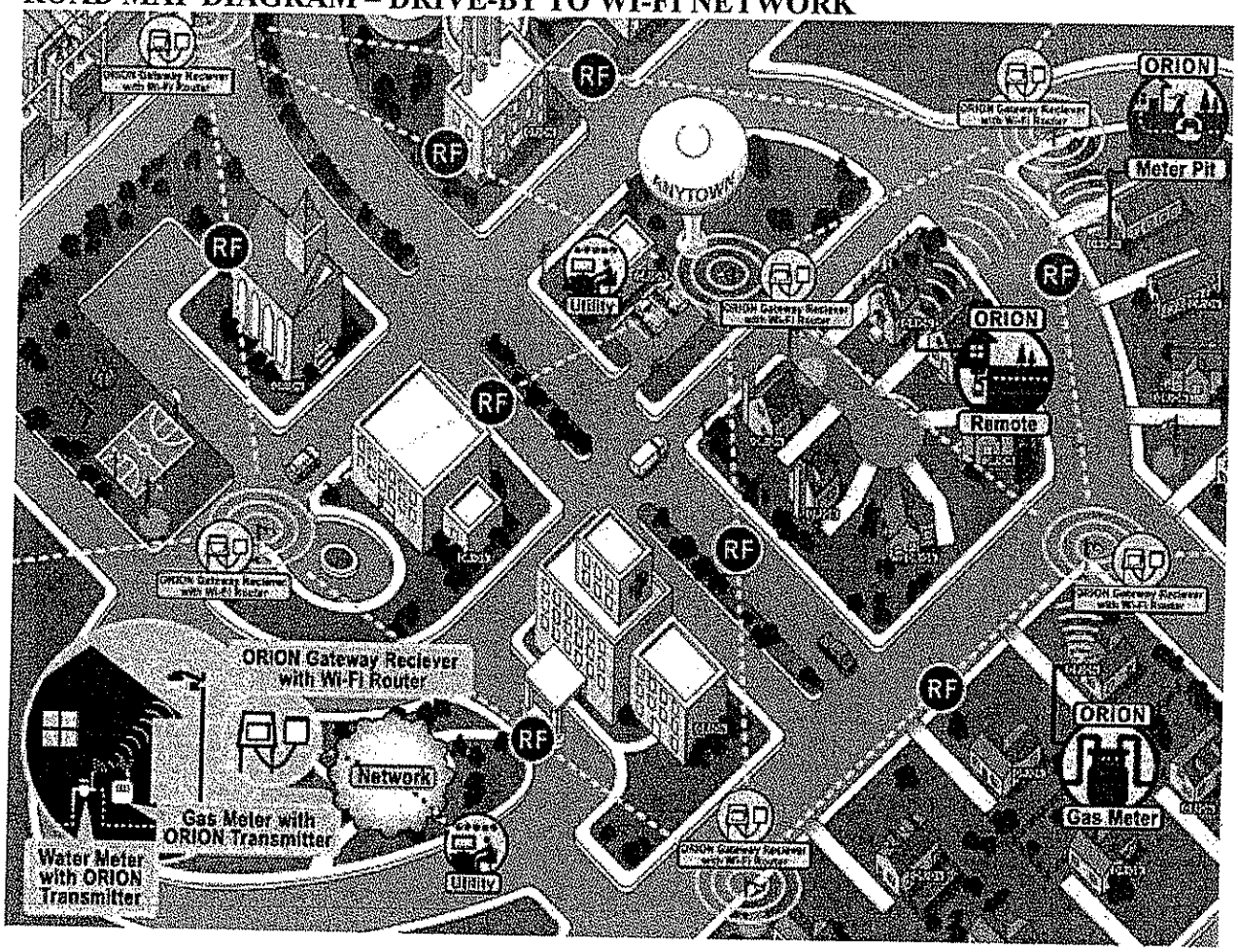


The ORION Gateway is assigned a unique network IP Address and simply listens and records the latest readings from all the ORION transmitters in the area. The ORION AMR modules send out their signal every four to five seconds. So the latest metering data is constantly available for the analysis of your metering system. Utilizing Badger's Network Reader software, the utility can poll the IP Address of the ORION Gateway receiver at any time and receive the latest transmitter readings. The ORION Gateway data transfer has extremely low-bandwidth requirements, so readings can be taken at anytime without slowing down the utility's network.

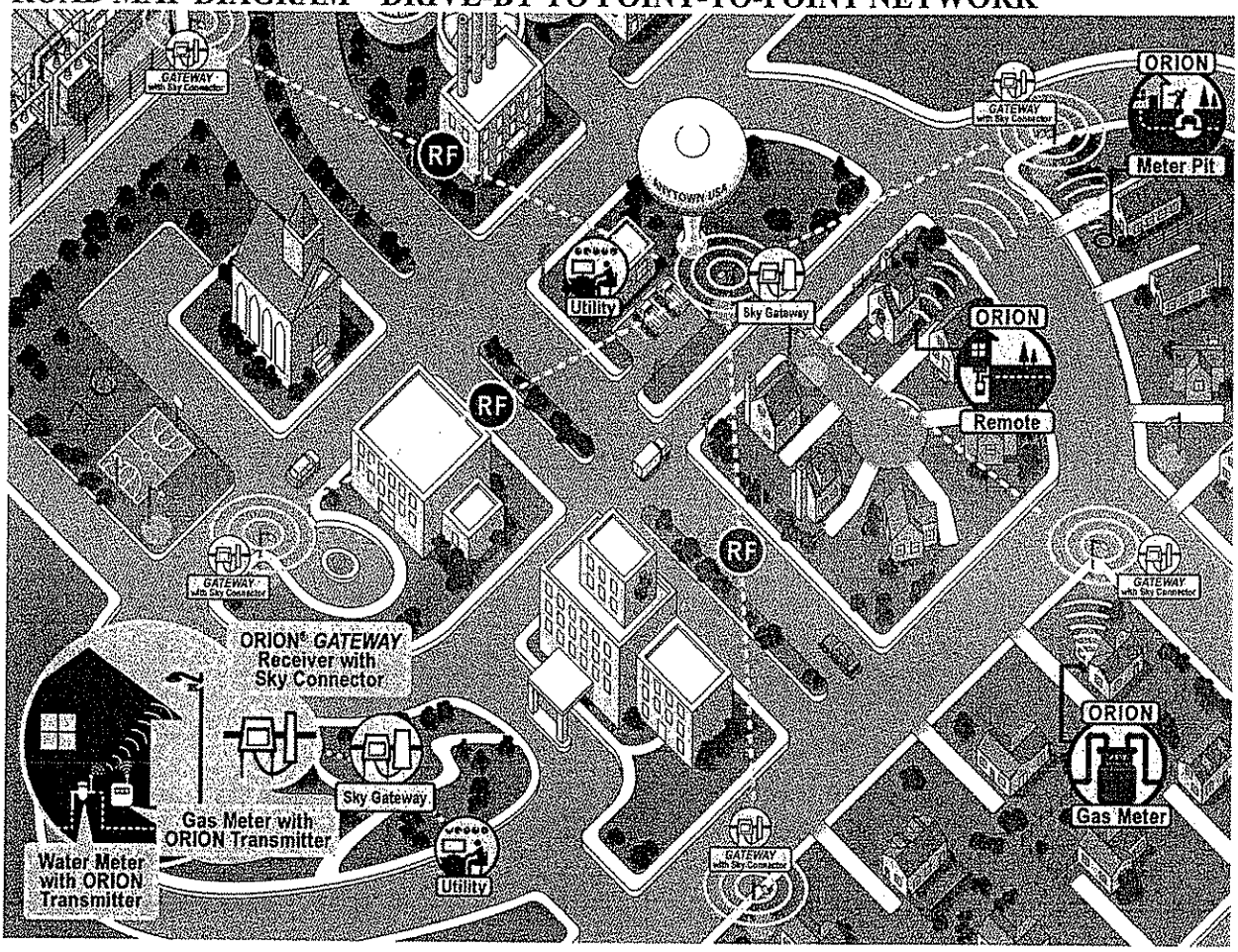
The ORION transmitter data is sent over the network in a secure fashion utilizing Badger's proprietary encoding scheme. With security in mind, the network data transmission does not contain any customer information in its message, only an encoded version of the transmitter serial number. Therefore, the data is secure until Badger's metering software decodes it and delivers it to utility's billing system software.

The end result is that the same ORION transmitter that is read by a mobile system today can be read by an ORION-ready network system in the future – with no reprogramming of the ORION transmitter. For walk-by or drive-by applications, our ORION transmitters can be mounted underneath a pit lid or directly on top of a meter with our integral configuration for indoor sets. However, to assure future network connectivity, we recommend installing outdoor pit set transmitters underneath a composite pit lid and installing remote transmitters in the floor joists for indoor applications.

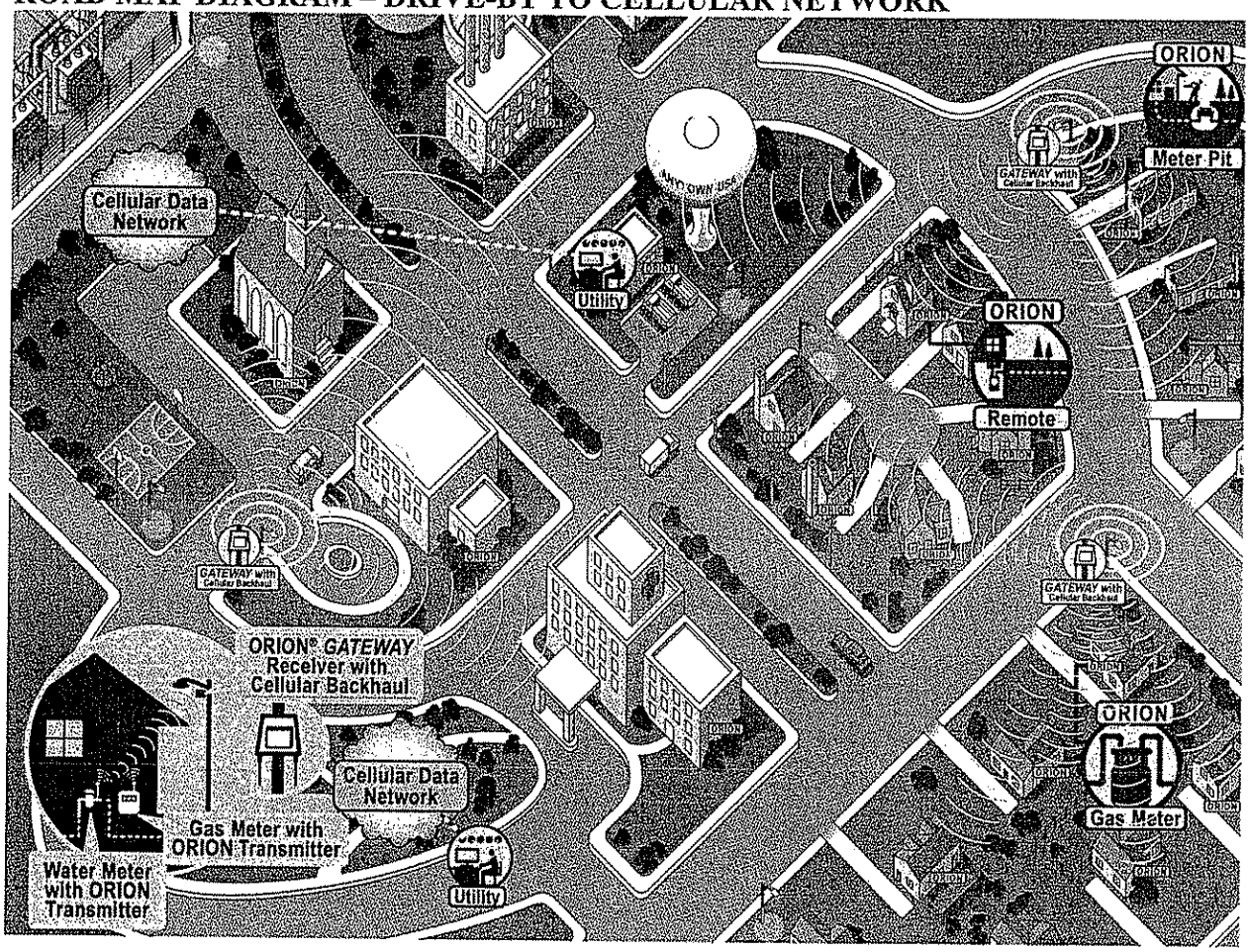
ROAD MAP DIAGRAM – DRIVE-BY TO WI-FI NETWORK



ROAD MAP DIAGRAM – DRIVE-BY TO POINT-TO-POINT NETWORK



ROAD MAP DIAGRAM – DRIVE-BY TO CELLULAR NETWORK



DATA POWER *– As you are well aware, the power of any AMI system is in the software and its ability to help you use your data. You can't manage what you can't measure. Utility efficiencies can be gained by better understanding what is really going on in your system. Below is a list of some of the features and reports of the ORION Network Reader software.*

BADGER NETWORK METER READING SOFTWARE FEATURES

- *Badger's Network Meter Reader software gives the Utility the ability to schedule data downloads from the Gateway receivers at any user-defined interval by number of hours, days, weeks or months.*
- *Directly interfaces with the utility's billing software platform.*
- *Provides an easy to use interface which gives the ability to get a "now" read from any ORION transmitter in the system; thus eliminating the unnecessary need for truck rolls to obtain final reads.*
- *Self-expanding historical database assists in customer service effectiveness.*

SOFTWARE REPORTING CAPABILITIES

- *Meter Reading History*
- *Daily Leak Detection Report*
- *Daily Stop Meter Report*
- *Daily Tamper Detection Report*
- *Backflow Report*
- *High Consumption Report*
- *Conservation Monitor Report*
- *Area Leak Report*
- *Ability to create User-defined Reports*

FUTURE MIGRATION COSTS *– The number of ORION Gateway receivers that are needed is always dependent on factors such as the transmitter installation and topography. However, with an average transmitter reading range of 1200+ feet, you can plan for approximately 5 or less Gateways needed per square mile.*

- *Wi-Fi Network Option: Approximately $2,000 per square mile. Installation and Wi-Fi Hardware not included.*
- *Cellular Network Option: Approximately $4,250 per square mile. Installation not included.*
- *Point-to-Point Network Option: Approximately $5,000 per square mile. Installation not included.*

THE SAFE CHOICE *– Badger's ORION AMR / AMI solution offers utilities many options for network connectivity for today and the future. Let us help you better manage your water utility metering operations.*

E. Proposed AMR system must be scalable so that the associated database is at least ODBC compliant so that the County can access AMR data without AMR system software. The County technology department envisions the day when customers can be served with their own (close to real-time) utility usage and billing information via a web portal. Will your company comply with this requirement? Please describe.

Badger's Meter Data Management software is ODBC compliant and would allow for the utility to access this data through any other utility database systems. Our system is designed specifically to accommodate these types of database requests, because we too feel that if the data is available to the end customer, they can then be more responsible and readily informed about their usage.

F. Meter Accuracy - The utility requires Positive Displacement type meters. In your submittal, please include meters as an "Alternate". The County is very concerned about accuracies at low flows. Please indicate performance of your meters pertaining to this matter. How can the County confirm that your system meets the x-flow and minimum flow requirements? Please describe.

Badger Meter is a current supplier to Seminole County for positive displacement meters. There are approximately 14,000 Badger Meter Disc Series meters, sizes 5/8" x 3/4" through 2", in the ground that are less than 8 years old.

Badger Meter's Disc Series Meter Line exceeds the AWWA standards for positive displacement meters in all categories. This is especially true as it relates to the topic of accuracy performance, included in your question in Section 2, Item F.
The following are a few of those specific performance characteristics:

	Meter Size	Badger Meter	AWWA Standard
Flow Range			
At 98.5 % Accuracy	5/8"x 3/4"	¼- 20 gpm	1-20 gpm
	1"	1 – 55 gpm	3-50 gpm
	1-1/2"	2-1/2 - 120 gpm	5-100 gpm
	2"	2-1/2 - 170 gpm	8-160 gpm
Low Flow	5/8"x 3/4"	1/8 gpm	1/4 gpm
At 95.0 % Accuracy	1"	1/2 gpm	3/4 gpm
	1-1/2"	1-1/4 gpm	1-1/2 gpm
	2"	1-1/2 gpm	2 gpm

Badger has a higher than average total warranty volume on all these for New Meter accuracy as well as Repaired Meter accuracy. Consistent with that statistic is the higher maximum continuous flow rates allowed across these Disc Series Meters.

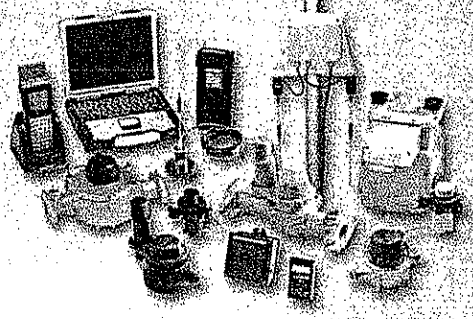
All meters can be supplied with certified test data.

G. Support - Availability is very important to the County. The County asks that parts are available in Florida with short turn-around times for orders. Support for billing issues must be identified in presentation. The County requires that computer hardware must be off the shelf equipment. How will your firm comply with this requirement?

Steve Portlance is the Account Manager and primary contact for Seminole County. Steve is located in Tampa, FL. Steve is available for support issues and will stock your product needs for a 24-hour turnaround on orders. Additionally, Badger Meter provides a toll free number that is monitored 24/7. Our Technical Support Specialists are available by phone from 7:45 a.m. to 5:30 p.m. CST Monday through Friday to answer you calls, and an emergency paging service is available after hours. The ORION Drive-By AMR System consists of a Ruggedized Windows XP based Panasonic TOUGHBOOK Laptop Computer configured with Premium ORION Reading Software.

BADGER® ORION® GATEWAY

ORION
RADIO FREQUENCY (RF)
SYSTEM



technology delivered.
www.badgermeter.com

Catch A Rising Star In ORION® Automated Meter Reading

Flexibility is the key! ORION® is Badger Meter's most flexible automated meter reading system for water and gas utilities. This proven technology has been designed with the customer in mind, ensuring an easy and effective integration into existing metering systems, both today – and in the future.

The Clear Advantage. Badger Meter has combined the latest advances in RF technology to provide a reliable, high-performance solution to your utility meter reading and data collection activities – technology that allows the Badger ORION AMR system to provide "more than just a meter read" to you and your utility's customers. In addition to an accurate, easy to obtain meter reading, utilities are now able to efficiently obtain data profile usage, potential leak, and other information right from their ORION meter reading system. These features, used together with our "personal meter reader," the Water Meter Monitor, combine to make the ORION AMR system the clear advantage for utilities of all shapes and sizes.

Badger ORION provides:

- Faster Meter Reading
- Greater Reading Accuracy
- Increased Operator Safety
- Fewer "Re-Reads"
- Eliminates "Hard-to-Read" Meters
- Tamper Detection, Leak Detection, Data Profiling, and Other Customer Service Tools

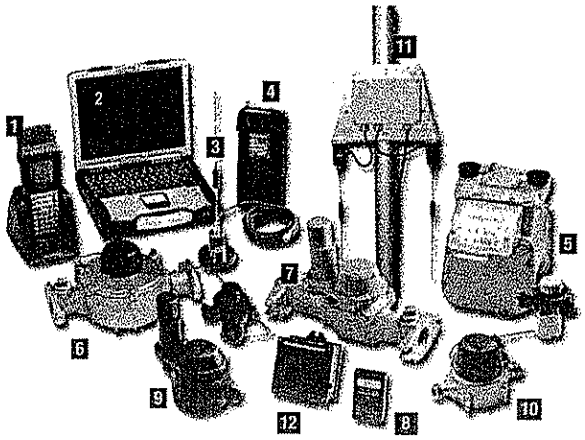
Badger ORION Water Connectivity. Because not every utility's needs are the same, the Badger ORION system is easily installed on a wide variety of water meter encoder registers – including our proven Recordall® Transmitter Register (RTR®) or the versatile Absolute Digital Encoder (ADE®). In addition to our own encoders, the ORION system is designed to work in harmony with encoders from the following water meter manufacturers:

- Neptune®
- Elster AMCo®
- Hersey®
- Sensus®

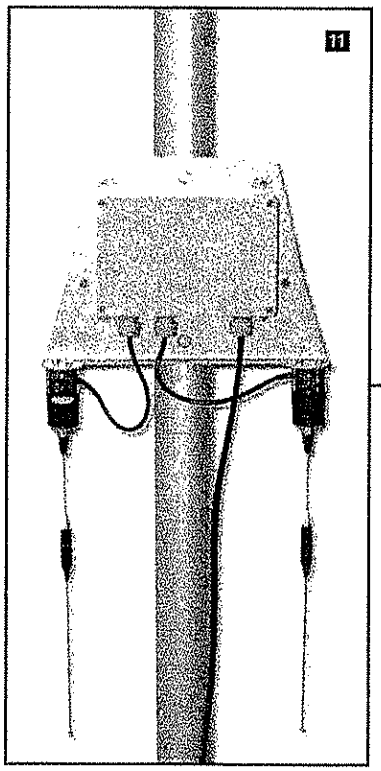
Badger ORION Gas Connectivity. In addition to water AMR, the ORION product family also includes a full-featured Gas AMR system. To accommodate the diverse needs of gas utilities, ORION transmitters are available for the following popular residential gas meters:

- American®
- Sensus®, including the Rockwell®, Equimeter®, and Invensys® brands
- Actaris®, including the Metris®, Sprague® and Schlumberger® brands

Consider the Best. Whether you're interested in water or gas AMR, the ORION Radio Frequency AMR system from Badger Meter offers a flexible, reliable, and easy-to-use method of gathering meter reading data.



1) Badger®-Radix®, 2) ORION® Reading System (ORS), 3) ORION® Antenna, 4) ORION® ADE® Transmitter Receiver, 5) ORION® Gas, 6) ORION® RTR® Transmitter, 7) Integral ORION®, 8) Water Meter Monitor, 9) Integral ORION®, 10) Remote ORION®, 11) ORION® Gateway Receiver, 12) Remote Profiler



Badger® ORION® Gateway

Badger® ORION® Hybrid Network Technology

Industry trends indicate the future of utility meter reading will be found in flexible AMR solutions that can adapt to the ever-changing technology climate. Hybrid systems that are able to communicate with the constantly increasing number of public and other wide area wireless networks may have additional advantages to your utility, both today and far into the future. With this in mind, utilities are more interested than ever in ensuring the AMR system they purchase today will provide long-term value and reliability, laying a solid foundation for future advances in transmitter, receiver, and network technologies.

To ensure the Badger ORION AMR system remains in the forefront of utility meter reading technology, Badger Meter has developed, and continues to develop, close alliances with a wide variety of leading manufacturers of public and private networks. These alliances form the basis for a simple and effective multiple migration strategy, allowing utilities all the advantages of premier mobile AMR today, with the benefit of moving to hybrid and other fixed network technologies with the simple addition of the ORION Gateway Receiver – and without the need to reprogram meter endpoints.

Hybrid Network Options. Badger Meter has designed the ORION Gateway Receiver to transmit automatic meter reading information to the following networks:

- Wi-Fi (wireless fidelity)
- Direct Computer Connections
- Cellular Network Connection
- Point-to-Point RF
- Other Public and Private Networks

Increased System Efficiency. Deployment of ORION and the Badger ORION Gateway Receiver allows your utility to capture data more frequently (interval data), increasing system information and helping you to run your utility in a more efficient and effective manner. Our software program, Badger® Network Reader, is a user-friendly and powerful tool that organizes and reports system data, putting you in control of your metering system – and the important information that is available to you through the Badger ORION AMR system.

Badger® ORION® Gateway Step-By-Step: How It Works

1. Badger ORION water and gas transmitters are installed at each service connection, "bubbling up" their meter reading and important system and diagnostic information every 4 seconds.
2. The ORION Gateway receiver is strategically installed throughout the distribution system. Once power is provided, the Gateway begins receiving and storing information from the surrounding ORION transmitters.
3. Badger Network Reader software gathers the information from each Gateway, stores this information, and communicates it to the utility through a series of helpful tools and reports.

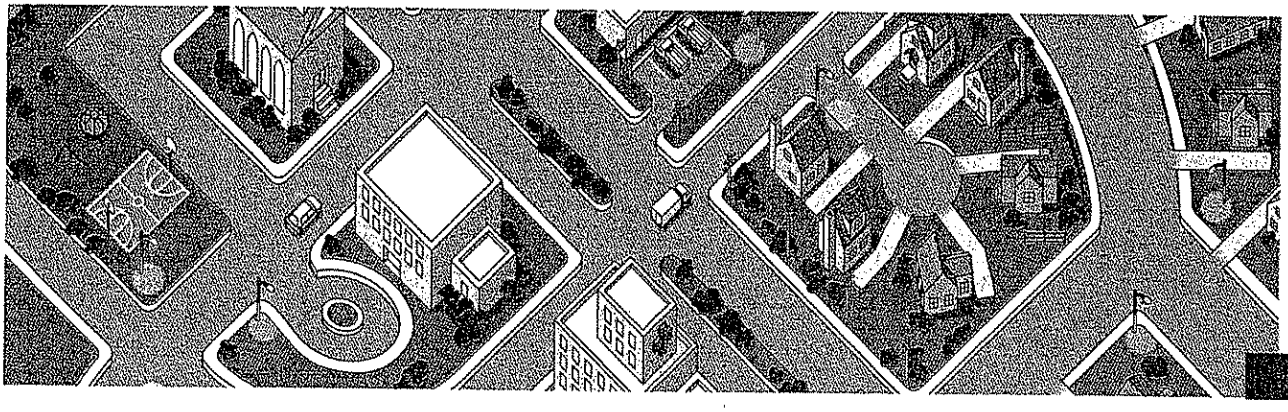
The power of any AMR network lies in the features of its software – its ability to enable the utility to effectively gather metering system data, to use it to produce customer bills, enhance and streamline customer service activities, and to improve decision making within the utility. Badger Network Reader does all this and more, providing you with the tools you need to better serve your customers and utility.

Badger Network Reader Software

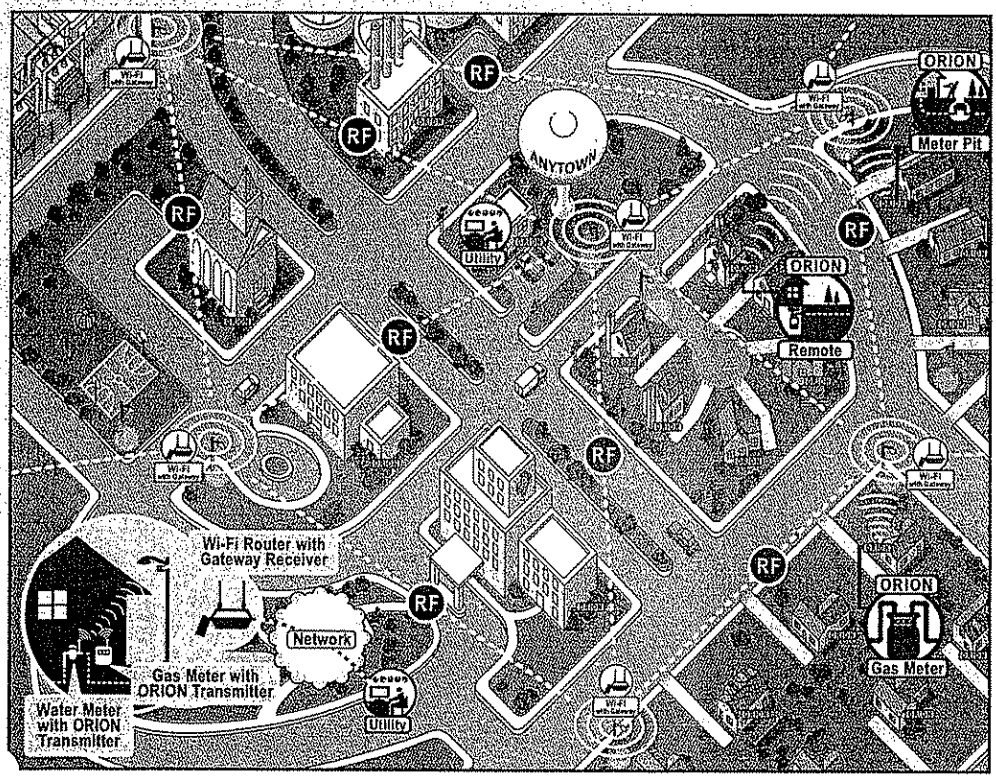
- Downloads interval data from ORION Gateway receivers into its central database at any user-defined schedule.
- Directly interfaces with Badger® CONNECT software, ensuring reliable and accurate account billing.
- Provides the ability to obtain a "now" read from any (or every) transmitter that is communicating to a Badger ORION Gateway receiver.
- Improve the effectiveness of the utility's customer service activities by organizing historical meter reading and other data into useful reports.

Badger Network Reader Reporting Capabilities

- Meter Reading History
- Leak Detection Report
- Stop Meter Report
- Tamper Detection Report
- High Consumption Report
- Conservation Monitor Report
- Area Leak Report
- User-Defined Reports



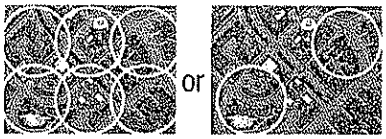
Wi-Fi



Application:

When a city deploys a citywide Wi-Fi network, our Badger® ORION® Gateway can be positioned near the Wi-Fi access points and connected via its Ethernet port. Once connected, the Badger ORION Gateway receiver will automatically begin recording readings from all the Badger ORION transmitters in its vicinity. The Badger® Network Reader software tells the Gateway how often you want that data and gathers, organizes and manages the data collection process for you.

Deployment Coverage:



Citywide Coverage Selective Coverage

Badger's Network Connectivity Solution Partners

TROPOS networks

CISCO PARTNER Technology Developer

MOTOROLA

SkyPilot™ NETWORKS

Sprint Together with NEXTEL

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BadgerMeter, Inc.

4545 W. Brown Deer Road • P.O. Box 245036 • Milwaukee, WI 53224-9536
800-616-3837 • www.badgermeter.com

ORION® GATEWAY

ORI-B-03 (6-07)

Badger® ORION®	Badger ORION Gateway Receiver	Technical Brief

OVERVIEW

Working with providers of fixed network products, Badger has expanded the options for a utility today and in the future. The Badger ORION Gateway Receiver allows a utility to move seamlessly from a walk-by or drive-by Badger ORION solution into a fixed network reading system when the city deploys a citywide network with PoE (Power over Ethernet) capabilities (DC power option also available). Badger's ORION Gateway receiver provides connectivity to numerous network hardware manufacturers' equipment due to its simplicity and flexibility.

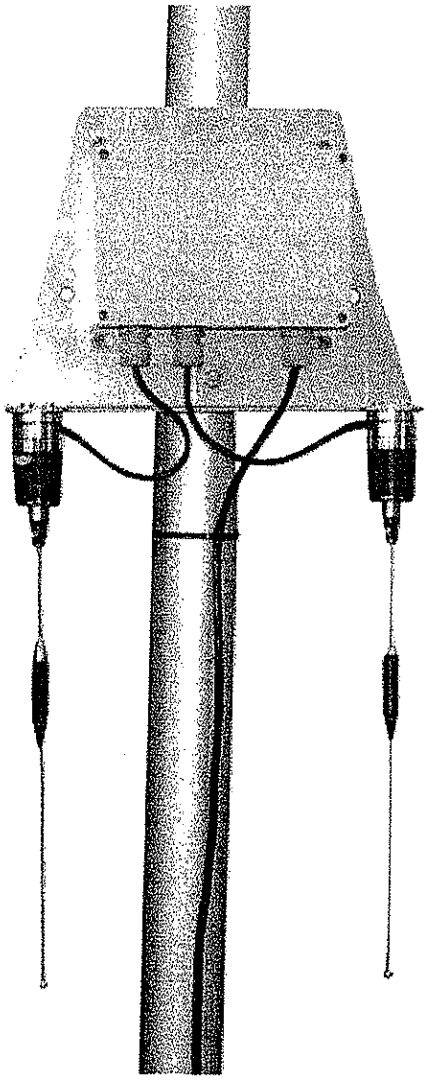
The Badger ORION Gateway is assigned a unique network IP Address and simply listens and records the latest readings from up to 200 Badger ORION transmitters in the area. Utilizing Badger's Network Reader software, the utility can poll the IP Address of the Badger ORION Gateway Receiver at any time and receive and store the latest transmitter readings. The Badger ORION Gateway data transfer has extremely low-bandwidth requirements, so readings can be taken at anytime without slowing the network.

SPECIFICATIONS

Communications	Ethernet 10 Mbps
	Responds to HTTP://IPADDRESS request with meter readings
	USB port for configuration of IP address, diagnostics, etc.
RF Receiver	916.45 MHz receiver
	Two antennas for diversity
	Designed for Unintentional Radiator, FCC Part 15 Compliance
Memory	Flash storage for Badger ORION Gateway serial number, IP address, configuration
	RAM storage for 200 meter readings (volatile), leak status, tamper status
Gateway Programming	Badger ORION Gateway receiver wil automatically listen to and store the first 200
	Badger ORION transmitters it hears after it is properly installed - no customer programming required.
Power Supply	802.3af Powered Device Compliant
Optional Power Supply	D.C. Input (9-40 volts)
Mechanical	NEMA 4X Enclosure.
Weight	6.3 lbs.
Wind Loading Area	0.6 ft.^2
Size	Height with antennas: 24.25" Width: 11.75" Thickness: 2.75"

The Badger ORION Gateway Receiver contains the following components:

- Gateway Receiver
- 900Mhz Receiving Antennae
- Weather-tight Enclosure
- Mounting Bracket with Pole Banding
- Cables



ORI-T-47

7-07

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Please see our website at
www.badgermeter.com
for specific contacts.

Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

BadgerMeter,Inc.
P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

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Badger® ORION® RTR® Transmitters	ORION RTR Transmitter	Technical Brief

DESCRIPTION

APPLICATIONS: The Badger® ORION Recordall® Transmitter Register (RTR) Transmitter is a fully potted AMR transmitter designed for all water applications including indoor, outdoor, and water meter pit and vault installations that are subject to flooding. The ORION RTR Transmitter is offered in two different configurations to provide maximum performance. The ORION RTR Transmitters include transmitters for non-metal lid and remote applications and a second transmitter for metal lid applications. When assembled to the Badger RTR, the product is fully compatible for use with Recordall Disc Series, Turbo Series, Compound Series, Fire Series Meter and Assemblies and Magnetoflow® Mag Meters with digital output.

OPERATION: The ORION RTR Transmitters operate using bubble up (broadcast) Radio Frequency technology, which does not require the utility to obtain an FCC license. ORION RTR Transmitters shipped connected to a Badger Meter encoder register are factory wired, programmed, and ready for installation. ORION RTR Transmitters automatically begin broadcasting RF data upon measuring the first usage of water.

In addition to the bubble up signal for walk-by/drive-by applications, the ORION RTR Transmitter will also transmit a periodic high power signal to support connectivity to network reading systems.

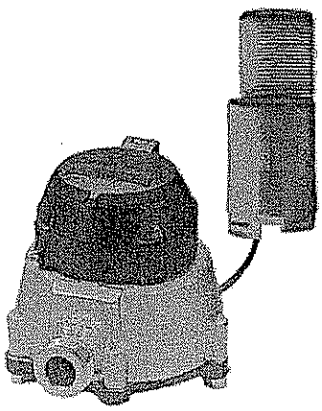
LEAK DETECTION: The ORION system provides leak detection notification when the meter is read. The system reports leak detection when a one-hour window of no usage is not found within a 24-hour time period. The system automatically resets when the next one hour time period of no usage is found.

NO USAGE: ORION Transmitters provide notification of accounts with no usage when they are read. Transmitters with no usage are any accounts that do not measure consumption of water over a 30-day time period. The no usage notification automatically rests after flow resumes at the account.

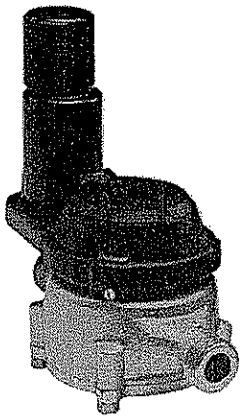
DATA PROFILING: ORION Transmitters can be purchased with an optional Data Profiling feature. The ORION Data Profile Transmitter includes all of the same features and functionality of the ORION Transmitter plus a customer programmable data storage option. The Data Profile information provides utilities with an additional customer support tool to determine customer tampering and to help resolve high water usage disputes. With the capability to store over 21,000 consumption readings, based on an hourly time interval, the ORION Data Profile Transmitter can accumulate over two years worth of customer usage for analysis.

MOUNTING: The ORION RTR Transmitter is packaged in an enclosure that is fully encapsulated in epoxy that can be mounted in any indoor, outdoor or pit application. Different mounting kits are available to install the ORION RTR Transmitter in basement/remote applications and all of the different pit installations including through lid, below lid, deep vault and composite lid applications.

All Badger Meter encoder registers use a bayonet style connection compatible with all Recordall Disc Series, Turbo Series, Compound Series and Fire Series Meters and Assemblies. A TORX® seal screw is provided to allow positioning and to secure the Badger encoder register to the meter body in a tamper-resistant mode.



Bronze M35 with ORION Pit or Remote Transmitter



Bronze M25 with ORION Integral Transmitter

SPECIFICATIONS

Operating Temperature	-40F to 140F (-40C to 60C)
Humidity	0% to 100% Condensing
Battery on Pit ORION Broadcast Technology	(2) 3.6V 2.4 Ahr Lithium Batteries Nonlicensed, Bubble Up Technology
Leak Detection	Based on 24-Hour Time Period with Automatic Reset
Data Profile	Option to Store 21,000 Consumption Reading

MAGNETIC DRIVE: Direct drive, high-strength, magnetic coupling through the meter body to the wetted magnet provides reliable and dependable register coupling.

TAMPER-PROOF FEATURES: Removal of the Badger RTR register from the meter can be minimized using a tamper-resistant Torx seal screw. Torx seal screws are provided as a standard accessory with Badger RTR registers.

CUT WIRE TAMPER INDICATION: ORION RTR Transmitters have the capability to detect and report a tamper. Tamper information is collected and stored by the reading equipment and can be sorted through reports to help manage the ORION system.

Badger® ORION® Universal 1	Pit and Remote Transmitter	Technical Brief

DESCRIPTION

APPLICATIONS: The Badger® ORION® Universal 1 Transmitter is factory programmed for connectivity to compatible encoders including: Sensus® ECR II and ICE™ encoder, Neptune® ProRead® and E-Coder™ registers, Elster AMCo® Scancoder® and Invision, and Hersey® Translator encoder. All ORION Universal 1 transmitters have intelligence built into the electronics to allow the unit to automatically determine which encoder it is connected to without programming.

The Universal 1 Transmitter is designed for water indoor, outdoor or pit installations that are subject to flooding or submergence. The Universal Transmitter is offered in two different configurations to provide maximum performance for each application. The transmitters include pit transmitters designed for metal lid applications and non-metal/remote applications.

In addition to the bubble up signal for walk-by/drive-by applications, the ORION Universal 1 Transmitter will also transmit a periodic high power signal to support connectivity to network reading systems.

A separate ORION Universal Transmitter is also available for the Neptune ARB® V encoder.

RESOLUTION: ORION Universal Transmitters broadcast an electronic reading resolution equal to what is provided by the encoder register connected to it. The Universal 1 Transmitter offers an electronic reading of up to six digits.

LEAK DETECTION: The ORION Universal Transmitter provides optional leak detection notification when the meter is read. The system reports leak detection when a two-hour window of no usage is not found within a 24 hour time period. The system automatically resets when the next two hour window of no usage is found.

NO USAGE: ORION Transmitters provide notification of accounts with no usage when they are read. Transmitters with no usage are any accounts that do not measure consumption of water over a 30-day time period. The no usage notification automatically rests after flow resumes at the account.

REVERSE FLOW: Badger ORION ADE® Transmitters provide reverse flow notification as part of their standard consumption message. Transmitters report reverse flow notification alarm for 30 days after the occurrence. The reverse flow notification will automatically reset after the reverse flow condition is corrected.

DATA PROFILING: ORION Transmitters can be purchased with an optional Data Profiling feature. The ORION Data Profile Transmitter includes all of the same features and functionality of the ORION Transmitter plus a customer programmable data storage option. The Data Profile information provides utilities with an additional customer support tool to determine customer tampering and to help resolve high water usage disputes. With the capability to store over 21,000 consumption readings, based on an hourly time interval, the ORION Data Profile Transmitter can accumulate over two years worth of customer usage for analysis.

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Universal 1 Transmitter

CONSTRUCTION: The ORION Universal Transmitter is constructed of a threaded plastic housing with an ORION RF board completely encapsulated in a waterproof epoxy.

TEMPERATURE: The operating temperature of the ORION Universal 1 Pit and Remote Transmitter is -40°C to 60°C (-40°F to 140° F). The water meter should not be subject to temperatures below freezing.

WIRE CONNECTIONS: The ORION Universal Transmitter can be wired up to any approved encoder register with up to 75 feet of wire.

ELECTRICAL: The electronic circuitry of the ORION Universal 1 Transmitter is designed to provide immunity to electrical surges and transients per IEC801-2, IEC801-4 Severity Level 4.

METER COMPATIBILITY: The ORION Universal 1 Pit and Remote Transmitter is compatible with Sensus ECR II and ICE encoders, Neptune ProRead and E-Coder registers, Elster AMCo Scancoder and Invision registers and Hersey Translator encoders. A seperate ORION Universal Transmitter is available for the Neptune ARB V encoder.

⚠CAUTION

The ORION Universal Transmitter should only be connected to a Badger Meter approved product. Connection to an unapproved product will void the transmitter warranty.

⚠WARNING

TRANSPORTATION: The Federal Aviation Administration prohibits operating transmitters and receivers on all commercial aircraft. When powered, the ORION Universal 1 Pit and Remote Transmitter are considered an operating transmitter and receiver and cannot be shipped by air.

LICENSE REQUIREMENTS: This device complies with Part 15 of the FCC Rules. Operation of this device is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. Any changes made by the user not approved by Badger Meter can void user's authority to operate the equipment. No license is required by the utility to operate an ORION meter reading system.

ORI-T-41

5-07

TÜV MANAGEMENT SERVICE ISO 9001

Please see our website at
www.badgermeter.com
for specific contacts.

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Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

BadgerMeter,Inc.
P.O. Box 245036, Milwaukee, WI 53224-9536
(800) 876-3837 / Fax: (888) 371-5982
www.badgermeter.com

Exhibit "B"

PURCHASE ORDER
PURCHASING AND CONTRACTS DIVISION
SEMINOLE COUNTY GOVERNMENT
1101 EAST 1ST STREET, ROOM 3208
SANFORD, FL 32771-1468
OFFICE (407) 665-7116
FAX (407) 665-7956

03/22/05
Page - 1
Order Number 12501 000 OP

Shipped From:

Branch/Plant:
Requestor:

Ship To:

SAMPLE PURCHASE ORDER

Delivery: On an as needed basis

Ship prepaid add freight to invoice
Division contact for the order is Deana Brown at 407.665.1003

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	Ty
1.000	0	Release Order A/B-3006-00/JVP		EA	.0000	3,900.00	00006714	OR
						140200.530520		

Release Order for uniform shirts and pants in accordance with terms and conditions of A/B-3006-00/JVP - Term Contract for Athletic Wear for a period ending 11/2005. Order to be placed on an as needed basis.

3,900.00 *** Total Order

Purchasing Agent: COHEN, BETSY

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Award RFP-600226-07/GMG – Appraisal Services Agreement for Chapman Road Improvement Project

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

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

MOTION/RECOMMENDATION:
Award RFP-600226-07/GMG – Appraisal Services Agreement for Chapman Road Improvement Project to Clayton, Roper and Marshall (CRM), Altamonte Springs.

County-wide Ray Hooper

BACKGROUND:

RFP-600226-07/GMG will provide for a professional appraisal consultant to prepare appraisal reports that conform to Seminole County's minimum appraisal requirements for the project parcels identified for the Chapman Road Improvement Project. The project was publicly advertised and the County received seven (7) submittals in response to the solicitation:

- All Real Estate Appraisals, Orlando
- Bullard, Hall & Adams, Inc., Daytona Beach
- Clayton, Roper & Marshall (CRM), Altamonte Springs
- Diversified Property Specialists, Inc., Titusville
- ReTech, Inc., Odessa
- Stricklen Appraisal Services, P.A., Umatilla
- The Appraisal Group of Central Florida, Inc., Altamonte Springs

The Evaluation Committee which consisted of Neil Newton, Major Project Acquisition Coordinator; David Nichols, P.E., Principal Engineer (who was later replaced by Antoine Khoury, Project Manager/Principal Engineer); and David Shields, Assistant County Attorney, evaluated the proposals. Consideration was given to the following criteria:

- Eminent Domain Trial Testimony
- Quality of the Work Product
- Firm / Staff Qualifications/References
- Technical Proposal
- Hourly Rate Fee Schedule

The Committee short-listed and interviewed the top three (3) firms: Clayton, Roper & Marshall

(CRM); Diversified Property Specialists, Inc., and Stricklen Appraisal Services, P.A.

Consideration was given to the approach to work and demonstration of understanding requirements; delineated experience related to the services; trial testimony; quality assurance plan; and delineated qualifications as relate to appraisal services. Authorization for performance of professional services by Consultant under this agreement shall be in the form of written Purchase Orders issued by the County. Each order shall describe the services required, state the dates for commencement and completion of the work and establish the amount and method of payment.

The agreement shall take place on the date of its execution and shall run for a period of five (5) years or upon final completion of the Chapman Road Improvement project, whichever comes first. The estimated not-to-exceed amount for this project is $400,000.00.

STAFF RECOMMENDATION:

Staff recommends the Board award RFP-600226-07/GMG - Appraisal Services Agreement for Chapman Road Improvement Project to Clayton, Roper & Marshall (CRM), Altamonte Springs.

ATTACHMENTS:

1. Tabulation Form
2. Ranking - Interviews
3. Agreement
4. Ranking of Proposals

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

B.C.C. - SEMINOLE COUNTY, FL	
RFP NUMBER: RFP-600226-07/GMG RFP TITLE: **Appraisal Services for Chapman Road Improvement Project** DUE DATE: April 14, 2008	ALL UUBMITTALS 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. DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY SUBMITTALS 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 1

Response 1	Response 2	Response 3
All Real Estate Appraisals 1010 Executive Center Drive Suite 132 Orlando, FL 32803 (407) 895-9999 – Phone (407) 895-9998 - Fax Robert K. Babcock, MAI	Bullard, Hall & Adams, Inc. 1144 Pelican Bay Drive Daytona Beach, FL 32119 (386) 788-3770 - Phone (386) 788-7995 - Fax David K. Hall, ASA	Clayton, Roper & Marshall (CRM) 246 N. Westmonte Drive Altamonte Springs, FL 32714 (407) 772-2200 – Phone (407) 772-1340 Paul M. Roper, MAI, SRA

Response 4	Response 5	Response 6	Response 7
Diversified Property Specialists, Inc. 1705 South Washington Avenue Titusville, FL 32780 (321) 268-9003 – Phone (321) 268-9022 - Fax C. Lee Lobban, MAI	ReTech, Inc. 6221 Iroquois Court Odessa, FL 33556 (813) 920-2345 - Phone (813) 852-2882 - Fax Ron Tegenkamp, MAI	Stricklen Appraisal Services, P.A. 871 Central Avenue Umatilla, FL 32784 (352) 699-7300 – Phone (352) 669-3232 - Fax Albert Leon Stricklen, MAI	The Appraisal Group of Central Florida, Inc. 378 Center Pointe Circle, Suite 1286 Altamonte Springs, FL 32701 (407) 539-1288 – Phone (407) 539-7004 – Fax Richard K. MacMillan, MAI

Tabulated and posted by : Gloria M. García - 4/14/2008 @ 4:35 PM
Shortlisted Firms: Clayton, Roper & Marshall; Diversified Property Specialists, Inc.; Stricklen Appraisal Services, Inc. (Posted 4/30/2008 – 12:40 PM)
Interviews: May 12, 2008 (9:00 AM to 12:00 Noon) – Engineering Division (Revised)
Recommendation of Award: Clayton, Roper & Marshall – BCC Award Date: June 10, 2008

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Clayton, Roper & Marshall**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

VERY EXPERIENCED APPROACH + UNDERSTANDING OF PROJECT (35)

Criteria: Delineated experience related to the services (20%)

UNDERSTANDS WHAT IS REQUIRED (18)

Criteria: Trial Testimony (20%)

TREMENDOUS AMOUNT OF EXPERIENCE IN TRIAL TESTIMONY (18)

Criteria: Quality Assurance Plan (10%)

MULTI STEP QUALITY ASSURANCE (8)

Criteria: Delineated qualifications as relates to appraisal services (10%)

EXTREMELY QUALIFIED (9)

TOTAL POINTS: 88 **RANKING:** 1

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Diversified Property Specialists, Inc.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

DEMONSTRATES DETAILED APPROACH & UNDERSTANDING OF PROJECT (34)

Criteria: Delineated experience related to the services (20%)

LISTED HIS APPROACH TO SERVICES (18)

Criteria: Trial Testimony (20%)

DEMONSTRATED HIS TRIAL TESTIMONY EXPERIENCE (17)

Criteria: Quality Assurance Plan (10%)

(6)

DID NOT TOUCH ON QUALITY ASSURANCE PERTAINING TO THEIR INTERNAL REVIEW PROCESS

Criteria: Delineated qualifications as relates to appraisal services (10%)

VERY QUALIFIED APPRAISAL SERVICES (8)

TOTAL POINTS: 83 **RANKING:** 2

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Stricklen Appraisal Services, P.A.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%)

DEMONSTRATED ~~[illegible]~~ UNDERSTANDING OF THIS PROJECT (34)

Criteria: Delineated experience related to the services (20%)

DEMONSTRATED ABILITY TO PROVIDE REQUIRED SERVICES (18)

Criteria: Trial Testimony (20%)

BRIEFLY ADDRESSED TRIAL TESTIMONY (15)

Criteria: Quality Assurance Plan (10%)

ADDRESSED HIS QUALITY ASSURANCE PLAN (7)

Criteria: Delineated qualifications as relates to appraisal services (10%)

QUALIFIED TO PERFORM REQUIRED SERVICES (8)

TOTAL POINTS: 82 **RANKING:** 3

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Clayton, Roper & Marshall**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%) 35

Seem to have a thorough understanding of the project. Prefer his approach to cost to date situation.

Criteria: Delineated experience related to the services (20%) 18

The firm is very experienced in all the appropriate areas. ~~He~~ Roper is very familiar with Seminole County and its requirements

Criteria: Trial Testimony (20%) 18

Paul Roper has many years testimony experience & has a strong presence as a speaker/witness. Should hold the jury's attention and do well in cross-examination.

Criteria: Quality Assurance Plan (10%) 8

Seem well organized & knows how to deal w/ difficult situations. Will have several person reviewing each property; should have maximum flexibility to meet schedule.

Criteria: Delineated qualifications as relates to appraisal services (10%) 9

Paul Roper & his firm are highly qualified. He also has extensive teaching experience in the appraisal field.

TOTAL POINTS: 88 **RANKING:** 1

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Diversified Property Specialists, Inc.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%) 32

Presentation indicates he understands the requirements of the project. Mr. Lobban's approach to work & cost seems reasonable.

Criteria: Delineated experience related to the services (20%) 15

Mr. Lobban has extensive experience and seems very knowledgeable of the appraisal field. Has experience with Seminole County.

Criteria: Trial Testimony (20%) 15

Mr. Lobban has considerable trial experience and would probably make a good witness. He is able to think on his feet in response to questions. Probably would do well in cross-examination.

Criteria: Quality Assurance Plan (10%) 5

Anticipates completion w/i 120 days. Did not seem to have a specific quality assurance plan.

Criteria: Delineated qualifications as relates to appraisal services (10%) 8

Seems highly qualified.

TOTAL POINTS: 75 **RANKING:** 2

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Stricklen Appraisal Services, P.A.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%) 33

Seem to understand the requirements for the project. Seem to have a reasonable approach to what to cure.

Criteria: Delineated experience related to the services (20%) 12

Seem to have a lot experience w/ FDOT & other counties but not Seminole County.

Criteria: Trial Testimony (20%) 16

Seem to have a good demeanor as a witness. Should be able to hold the jury's attention

Criteria: Quality Assurance Plan (10%) 6

Husband & wife appraisers check each other.

Criteria: Delineated highly qualifications as relates to appraisal services (10%) 7

Seem qualified as an appraiser

TOTAL POINTS: 74 **RANKING:** 3

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Clayton, Roper & Marshall**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%) 36

BEEN IN BUSINESS FOR A LONG TIME
Schedules Meeting. OT READY/BY ⇔ SUBLINES PART OF
THE TEAM

Criteria: Delineated experience related to the services (20%) 18

DONE A LOT OF WORK IN THE COUNTY

Criteria: Trial Testimony (20%) 18

VERY EXPERIENCED

Criteria: Quality Assurance Plan (10%) 9

DETAILED

Criteria: Delineated qualifications as relates to appraisal services (10%) 8

TOTAL POINTS: 89 **RANKING:** 1

EVALUATION COMMITTEE MEMBER: ANTOINE KHOURY

1 Who is going to DO the appraisal
2 Schedules, Track Record
3 Total costs / Missions / OT READY REVIEW

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Diversified Property Specialists, Inc.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%) 36

Good understanding

Criteria: Delineated experience related to the services (20%) 17

MOVE WITH THE COUNTY

Criteria: Trial Testimony (20%) 17

Criteria: Quality Assurance Plan (10%) 6

Criteria: Delineated qualifications as relates to appraisal services (10%) 9

TOTAL POINTS: 85 **RANKING:** 2

EVALUATION COMMITTEE MEMBER: _____

When did you move to Thousand Oaks, 2007. I-4, Engineer As needed 4 months.

INTERVIEW RATING FORM

RFP-600226-07/GMG – Appraisal Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **Stricklen Appraisal Services, P.A.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Approach to Work – Demonstration of understanding requirements (40%) 35

Good Detailed

Criteria: Delineated experience related to the services (20%) 17

VERY GOOD

Criteria: Trial Testimony (20%) 17

VERY GOOD

Criteria: Quality Assurance Plan (10%) 6

NOT STRUCTURED

Criteria: Delineated qualifications as relates to appraisal services (10%) 6

TOTAL POINTS: 81 **RANKING:** 3

EVALUATION COMMITTEE MEMBER: _____

Highest-Best Use MFYSF: 60 months

APPRAISAL SERVICES AGREEMENT
(RFP-600226-07/GMG)
CHAPMAN ROAD IMPROVEMENT PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CLAYTON, ROPER & MARSHALL, INC.**, duly authorized to conduct business in the State of Florida, whose address is 246 N. Westmonte Drive, Altamonte Spr8ings, Florida 32714, 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 appraisal services for the Chapman Road Improvement Project 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 appraisal 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 Purchase 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 or upon final completion of the Chapman Road Improvement Project, whichever comes first. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available 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 Purchase Orders as may be issued hereunder and shall be completed within the time specified therein.

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

SECTION 6. REIMBURSABLE EXPENSES.

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

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

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

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

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

D. Meals shall not exceed:

1. Breakfast:

   $6.00 without receipts

   $10.00 with receipts;

2. Lunch:

   $11.00 without receipts

   $13.00 with receipts;

3. Dinner:

   $19.00 without receipts

   $27.00 with receipts.

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

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase 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 Purchase 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 Purchase Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) If the Scope of Services is not clearly defined, the Purchase 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 Purchase Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

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

Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Purchase 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 Purchase 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 Purchase 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 Purchase 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 Purchase Order shall be treated as any other Purchase Order with retainage for payment purposes.

(f) Each Purchase 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 Purchase 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 Purchase 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 Purchase 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, Purchase 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:

County Attorney's Office
1101 E. First Street
Sanford, Florida 32771

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

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

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

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes

and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, 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 11. TERMINATION.

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

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

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

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

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

must be beyond the control and without any fault or negligence of CONSULTANT.

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

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

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

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

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

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

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

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

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

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

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

SECTION 19. INSURANCE.

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

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

than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

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

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

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

as a group self-insurer by Section 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:

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

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

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

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

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

SECTION 20. DISPUTE RESOLUTION.

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

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

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

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

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

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

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

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document

executed with the same formality and of equal dignity herewith.

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

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

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

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

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

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

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

For COUNTY:

County Attorney's Office
1101 E. First Street
Sanford, Florida 32771

For CONSULTANT:

Clayton, Roper & Marshall, Inc.
246 N. Westmonte Drive
Altamonte Springs, Florida 32714

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

(ATTESTATIONS ON PAGE 22 OF 22)

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

CLAYTON, ROPER & MARSHALL, INC.

By:_____
PAUL M. ROPER, MAI, Vice-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.

Approved as to form and
legal sufficiency.

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

_____
County Attorney
AEC/lpk
5/14/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600226.doc

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

Exhibit A

Description of Services

Seminole County hereby invites appraisal firms to submit their qualifications proposal pursuant to this Request for Proposal (RFP) criteria for professional appraisal services.

PROJECT DESCRIPTION: Widening Chapman Road from S.R. 426 to S.R. 434 a/k/a Alafaya Trail from 2 lanes to 4 lanes, with sidewalks on both sides, one 5 feet wide and the other 8 feet wide. This project is approximately 1.7 miles in length.

Appraisal services may require professional support services in the development of an appraisal report. Appraisers will be responsible for assembling all professional experts necessary to complete the appraisal process. Appraisal reports performed by appraisers for the County must conform to Seminole County's minimum appraisal requirements which include: (1) Uniform Standards of Professional Appraisal Practice ("USPAP"); (2) Florida Department of Transportation Supplemental Appraisal Standards ("FSS"); (3) Seminole County Supplemental Appraisal Standards ("SCSS"); and (4) All applicable laws of the State of Florida related to just compensation. Compliance with the SCSS will be required for both content and format. The contract scope of services will also outline other areas of specific attention and duties required from the appraisal consultant.

SCOPE OF SERVICES: Appraiser shall prepare appraisal reports, which conform to Seminole County's minimum appraisal requirements, which include: (1) Uniform Standards of Professional Appraisal Practice ("USPAP"), (2) Florida Department of Transportation Supplemental Appraisal Standards ("FSS"), (3) Seminole County Supplemental Appraisal Standards ("SCSS"), and (4) All applicable laws of the State of Florida related to just compensation. Compliance with the SCSS will be required for both content and format. The appraiser shall appraise project parcels identified for the Chapman Road – Road Improvement Project.

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

EXHIBIT B

ORDER NUMBER:

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

ORDER TYPE
ORDER DATE
REQ. NUMBER
ANALYST
VENDOR NUMBER

SHIP TO:

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

VENDOR:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

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

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV.

TOTAL AMOUNT

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

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

- PRICE PROPOSAL

Proposer shall submit hourly rate fee schedule, which shall include all applicable personnel, (i.e., appraisers and technical support personnel). The fee schedule shall also be utilized for use in determining compensation for trial preparation and testimony. The fee for each updated appraisal shall not exceed one half (50%) of the first appraisal.

Per the RFP request, the hourly fees listed below are only for appraiser and technical support personnel. These fees do not include any subconsultant fees which may be necessary in the valuation of the parcels.

Hourly Fees

Clayton Roper & Marshall	
Principal	**$175**
Special Projects Director	**$150**
Associate Appraiser	**$125**
CAD Department Manager	**$125**
CAD Operator	**$100**
Researcher	**$100**

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn.: PURCHASING DIVISION**	**REQUEST FOR PROPOSALS** and Proposer Acknowledgment
Contact: Gloria M. Garcia, CPPB Sr. Procurement Analyst 407-665-7123 - Phone 407-665-7956 - Fax ggarcia@seminolecountyfl.gov	**RFP-600226-07/GMG** **Appraisal Services for Chapman Road Improvement Project**
Proposal Due Date: **August 9, 2007** Proposal Due Time: **2:00 P.M.**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: Paul M. Roper Clayton, Roper & Marshall	Federal Employer ID Number or SS Number: 59-2856881
Mailing Address: 246 N. Westmonte Drive	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Altamonte Springs, Florida 32714	
Type of Entity: *(Circle one)* XX Corporation Partnership Proprietorship Joint Venture	X Paul M. Roper Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: (407) 772-2200, x303	Typed Name: Paul M. Roper
Toll Free Telephone Number: (800)	Title: Vice President
Fax Number: (407) 772-1340	Date: April 10, 2008

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

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 submitted to Seminole County Purchasing and Contracts Division, either actually or by specific identification in writing, in support of **RFP-600226-07/GMG** are accurate, complete, and current. This certification includes the wage rates and other factual unit costs supporting any Release Orders or Amendments issued under the agreement between the Consultant and the County.

Firm: Clayton, Roper & Marshall, Inc.

Signature _____

Name _____
Paul M. Roper, MAI

Title _____
Vice-President

Date of execution _____

RFP-600226-07/GMG - Appraisal Services for Chapman Road Improvement Project

EVALUATORS	All Real Estate Appraisals	Bullard, Hall & Adams, Inc	Clayton, Roper & Marshall (CRM)	Diversified Propoerty Specialists, Inc.	ReTech, Inc.	Stricken Appraisal Services, P.A.	The Appraisal Group of Central Florida
Shields, David	52	57	91	86	63	80	66
Nichols, David	86	84	92	84	80	83	88
Newton, Neil	90	80	95	93	87	89	92
TOTAL POINTS	**228**	**221**	**278**	**263**	**230**	**252**	**246**
RANKING	**6**	**7**	**1**	**2**	**5**	**3**	**4**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Award RFP-600227-07/GMG – Real Estate Acquisition Services Agreement for Chapman Road Improvement Project

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

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

MOTION/RECOMMENDATION:
Award RFP-600227-07/GMG – Real Estate Acquisition Services Agreement for Chapman Road Improvement Project to The Triece Company, Debary.

County-wide Ray Hooper

BACKGROUND:

RFP-600227-07/GMG will provide for a professional real estate acquisition consultant to complete property acquisitions of project parcels for the Chapman Road Improvement Project. This project consists of widening Chapman Road from S.R. 426 to S.R. 434 a/k/a Alafaya Trail from 2 lanes to 4 lanes, with sidewalks on both sides, one 5 feet wide and the other 8 feet wide.

The project was publicly advertised and the County received seven (7) submittals in response to the solicitation:

American Acquisition Group, L.L.C., Tampa
Florida Acquisition & Appraisal, Inc., Tampa
HDR Acquisition Services, Inc., Tampa
Independence Acquisition & appraisal, LLC (IAA), Temple Terrace
O.R. Colan Associates, Ft. Lauderdale
PARARA Services, Inc., Edgewater
The Triece Company, Debary

The Evaluation Committee which consisted of Neil Newton, Major Project Acquisition Coordinator; David Nichols, P.E., Principal Engineer (who was later replaced by Brett Blackadar, Project Manager/Principal Engineer); and David Shields, Assistant County Attorney, evaluated the proposals. Consideration was given to the following criteria: qualifications of the firm/individual(s); approach to work; and fee schedule.

The Committee short-listed and interviewed the top three (3) firms: HDR Acquisition Services, Inc., Tampa; O.R. Colan & Associates, Ft. Lauderdale; and The Triece Company, Debary. Consideration was given to the following criteria: fee schedule; approach to work and demonstration of understanding requirements; delineated experience; and qualifications as related to real estate acquisition.

Authorization for performance of professional services by Consultant under this agreement

shall be in the form of written Purchase Orders issued by the County. Each order shall describe the services required, state the dates for commencement and completion of the work and establish the amount and method of payment.

The agreement shall take place on the date of its execution and shall run for a period of five (5) years or upon final completion of the Chapman Road Improvement project whichever comes first. The estimated not-to-exceed amount for this project is $150,000.00.

STAFF RECOMMENDATION:

Staff recommends the Board to award RFP-600227-07/GMG- Real Estate Acquisition Services Agreement for Chapman Road Improvement Project to The Triece Company, Debary.

ATTACHMENTS:

1. Tabulation Sheet/Status
2. Ranking - Interviews
3. Agreement
4. Ranking of Proposals

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

B.C.C. - SEMINOLE COUNTY, FL	
RFP NUMBER: RFP-600227-07/GMG RFP TITLE: **Real Estate Acquisition Services for Chapman Road Improvement Project** DUE DATE: April 14, 2008	ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY SUBMITTALS 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 1

Response 1	Response 2	Response 3
American Acquisition Group, LLC 5600 Mariner Street, Suite 104 Tampa, FL 33609 (813) 287-8191 – Phone (813) 287-8272 D. Wade Brown	Florida Acquisition & Appraisal, Inc. 2109 E. Palm Avenue Suite 104 Tampa, FL 33605 (813) 241-6354 - Phone (813) 241-6395 John J. Curatelli, Jr.	HDR Engineering Inc. 5426 Bay Center Drive, Suite 400 Tampa, FL 33609 (813) 282-2300 – Phone (813) 282-2449 - Fax Larry Low, PE

Response 4	Response 5	Response 6	Response 7
Independence Acquisition & Appraisal, LLC (IAA) 940 N. Riverhills Drive Temple Terrace, FL 33617 (813) 980-3997– Phone (813) 315-6211 Kelly Joslin	O.R. Colan Associates 439 NE 7th Avenue Ft. Lauderdale, FL 33301 (888) 420-4090 - Phone (954) 463-3017 - Fax Stephen J. Toth	PARARA Services 602 W. Indian River Blvd., Suite 6 Edgewater, FL 32132 (386) 427-1448 – Phone (386) 427-1585 - Fax Lola L. Hardman	The Triece Company Suite 4, Bank America Bldg. 150 US Hwy 17-92 DeBary, FL 32753 (386) 668-2553 – Phone (386) 668-2553 – Fax Steven Triece

Tabulated and posted by : Gloria M. García - 4/14/2008 @ 4:38 PM
Shortlisted Firms:HDR Engineering; O.R. Colan Associates; The Triece Company (Posted 4/30/2008 – 12:40 PM)
Interviews: May 12, 2008 (1:00 PM – 4:00 PM)
Recommendation of Award: The Triece Company - BCC Award Date: June 10, 2008

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **The Triece Company**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%) 37

Flexibility, he has leads to cost savings - won't bill if he is waiting - no fixed overhead. Very reasonable hourly fee. Did Cross Summit Trail @ half the proposed budget.

Criteria: Approach to Work – Demonstration of understanding requirements (30%) 28

Stressed that property owners want to be listened to by you. He is very familiar w/ Chapman properties and owners. Attorney in-house approved forms to "point out" about issues up front. Good answer to issue w/ power lines

Criteria: Delineated experience related to the services (20%) 19

Working for Cities of Orlando including 419/436 project. Knows Chapman Rd Community very well. Did several Summit project in the past including Pinar/Eden Park.

Criteria: Delineated qualifications as relates to real estate acquisition (10%) 9

One-man shop. Used to work for County + FDOT as an agent. Very good response to question about work load / time management. Used to be a State licensed real-estate appraiser - allows him to explain appraisals to property owners.

TOTAL POINTS: 93 **RANKING:** 1

EVALUATION COMMITTEE MEMBER: Brett Blackadar

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **HDR Engineering, Inc.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

With the inspections w/ appraisal. They came in close to budget on G-15. They said they will not bill the overall rate which is high. The travel costs from Tampa could be an issue. 35

Criteria: Approach to Work – Demonstration of understanding requirements (30%) 29

Proposed 14 months schedule. Very good discussion on provide along project. Utilized Lufkin Have discussion P. Hum team strategy negotiations and attend appraisal review mtgs. Met w/ several property owners. Use mediation other program to settle quickly. Prioritize key projects @ start.

Criteria: Delineated experience related to the services (20%)

Worked on C-15 for Seminole County. Same staff as C-15 project team. Team has a lot of experience on other projects. 19

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

They can provide appraisal review services if needed. Team appears qualified. 9

TOTAL POINTS: 92 **RANKING:** 2

EVALUATION COMMITTEE MEMBER: Brett Blackadar

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **O.R. Colan Associates**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

Rates are fairly reasonable. Cost deductions for conveying property ones project is a benefit. Local office in Sanford so travel time less minimized to save long term legal fees. 35

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

Good overview of project + issues. Presenter was not clear on get at the details. Good handouts showing plats. Not a lot of detail specific to project discussed. Lots of general discussion. Had a detailed schedule for project - propose to finish project a few months early. Propose to use incentives. 25

Criteria: Delineated experience related to the services (20%)

Each team member has 20 yrs of experience. PM did SR 408 acquisition when he was FDOT and is familiar w/ the area. Have not done a job for Seminole County. 17

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

Staff has Seminole County experience w/ FDOT. 40 yrs in business. 9

TOTAL POINTS: 86 **RANKING:** 3

EVALUATION COMMITTEE MEMBER: Brett Blackadar

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **The Triece Company**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

(38)

1 HOURLY RATE COMBINED WITH EFFICIENCY

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

INVOLVED AS EARLY AS APPRAISAL INSPECTION TO BEGIN DIALOGUE WITH OWNERS AND CAN TALK IN LAMEN'S TERMS WITH OWNER REGARDING APPRAISAL AND KNOWS APPRAISERS PROFESSIONAL TERMINOLOGY (30)

Criteria: Delineated experience related to the services (20%)

(18)

IS VERY EXPERIENCED RELATED TO SERVICES / HAVE WORKED IN AREA FOR 20 YEARS AND KNOW THOSE IN REAL ESTATE MARKET UNDERSTANDS APPRAISALS VERY WELL

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

IS EXTREMELY QUALIFIED AND KNOWLEDGEABLE OF PROJECT AREA (9)

TOTAL POINTS: 95 **RANKING:** 1

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **HDR Engineering, Inc.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

35

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

PRESENTED INFORMATIVE APPROACH TO PROJECT PARCELS
SOLID UNDERSTANDING OF PROJECT

28

Criteria: Delineated experience related to the services (20%)

EXPERIENCED AND WELL QUALIFIED FOR NEEDED AQUISITION SERVICES

19

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

VERY QUALIFIED TO PERFORM ACQUISITION SERVICES

9

TOTAL POINTS: 91 **RANKING:** 2

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **O.R. Colan Associates**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

CAN REDUCE COSTS BY BEING LOCAL (36)

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

HAVE RESEARCHED PROJECT TO IDENTIFY SOME NEGOTIATION ISSUES (27)

Criteria: Delineated experience related to the services (20%)

DEMONSTRATES THE NEEDED EXPERIENCE TO PROVIDE THE NEEDED SERVICE (18)

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

IS QUALIFIED TO PERFORM ACQUISITION SERVICES (8)

TOTAL POINTS: 89 **RANKING:** 3

EVALUATION COMMITTEE MEMBER: NEIL NEWTON

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **The Triece Company**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

Low overhead, no need to run up billing hours. Aim to bill less than estimate 38

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

Very familiar w/ Osceola real estate market + people. Seems to have a good negotiating technique. Will work w/ appraiser early on to determine non-monetary issues. Organized to work efficiently 28

Criteria: Delineated experience related to the services (20%)

Has many years experience in Seminole County. Very well connected in Seminole County 18

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

Very well qualified. Has been an appraiser as well as a broker, but only a broker now. Seems to have very good negotiating skill & track record. 9

TOTAL POINTS: 93 **RANKING:** 1

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **HDR Engineering, Inc.**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%) 33

Has negotiation strategy to save money on acquisition. Hourly rates for person who would actually do work appear reasonable though rates are a bit on the high side.

Criteria: Approach to Work – Demonstration of understanding requirements (30%) 28

Provided excellent sample package for C15
Has already done a detailed analysis of all of the parcels

Criteria: Delineated experience related to the services (20%) 15

Has handled several projects successfully
Can provide appraisal review services – have MAI's of considerable experience.

Criteria: Delineated qualifications as relates to real estate acquisition (10%) 8

Has considerable experience from C15 acquisition

TOTAL POINTS: 84 **RANKING:** 2

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

INTERVIEW RATING FORM

RFP-600227-07/GMG – Real Estate Acquisition Services for Chapman Road Improvement Project

Date: May 12, 2008

Name of the Firm: **O.R. Colan Associates**

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Cost Proposal (40%)

Located close to project; reduced travel time + mileage. Detailed time sheets accounted for. May have high overhead, bureaucratic issues

30

Criteria: Approach to Work – Demonstration of understanding requirements (30%)

Has studied area + talked to some of the property owners. Handled FDOT acquisition on 426; familiar w/ area. Has set up a timeline for the process.

25

Criteria: Delineated experience related to the services (20%)

Average 20 years experience for a considerable number of parcels.

12

Criteria: Delineated qualifications as relates to real estate acquisition (10%)

Also working with Orlando-Sanford project

7

TOTAL POINTS: 74 **RANKING:** 3

EVALUATION COMMITTEE MEMBER: DAVID SHIELDS

REAL ESTATE ACQUISITION SERVICES AGREEMENT
(RFP-600227-07/GMG)
CHAPMAN ROAD IMPROVEMENT PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **THE TRIECE COMPANY**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 530598, Debary, Florida 32753-0598, 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 real estate acquisition services for the Chapman Road Improvement Project 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 real estate acquisition 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 and Performance Work Statement attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT shall also be bound by all requirements as con-

tained 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 or upon final completion of the Chapman Road Improvement Project, whichever comes first. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available 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 Purchase Orders as may be issued hereunder and shall be completed within the time specified therein.

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

SECTION 6. REIMBURSABLE EXPENSES.

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

(1) Travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor, and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement for meals, travel, vehicle mileage, tolls, and parking shall not apply to local employees of CONTRACTOR.

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

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

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

D. Meals shall not exceed:

1. Breakfast:

   $6.00 without receipts

   $10.00 with receipts;

2. Lunch:

   $11.00 without receipts

   $13.00 with receipts;

3. Dinner:

   $19.00 without receipts

   $27.00 with receipts.

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

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase 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 Purchase 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 Purchase Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) If the Scope of Services is not clearly defined, the Purchase 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 Purchase Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

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

Orders under ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in value issued on a Fixed Fee Basis.

(e) For Purchase 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 Purchase 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 Purchase 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 Purchase 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 Purchase Order shall be treated as any other Purchase Order with retainage for payment purposes.

(f) Each Purchase 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 Purchase 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 Purchase 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 Purchase 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, Purchase 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:

County Attorney's Office
1101 E. First Street
Sanford, Florida 32771

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

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

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

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes

and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, 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 11. TERMINATION.

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

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

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

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

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

must be beyond the control and without any fault or negligence of CONSULTANT.

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

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

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

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

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

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

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

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

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

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

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

SECTION 19. INSURANCE.

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

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability 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 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 440.57, 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) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition

of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

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

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

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

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

SECTION 20. DISPUTE RESOLUTION.

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

(b) The parties agree that they 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 the parties had knowledge and failed to present during COUNTY dispute resolution procedures.

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

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

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

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

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

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document

executed with the same formality and of equal dignity herewith.

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

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

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

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

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

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

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

For COUNTY:

County Attorney's Office
1101 E. First Street
Sanford, Florida 32771

For CONSULTANT:

The Triece Company
P.O. Box 530598
Debary, Florida 32753-0598

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

[ATTESTATIONS ON PAGE 21 OF 21]

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

THE TRIECE COMPANY

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
STEVEN M. TRIECE

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/lpk
5/14/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600227.doc

By:_____
BRENDA CAREY, Chairman

Date:_____

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

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

Exhibit A

PROJECT DESCRIPTION: Widening Chapman Road from S.R. 426 to S.R. 434 a/k/a Alafaya Trail from 2 lanes to 4 lanes, with sidewalks on both sides, one 5 feet wide and the other 8 feet wide. This project is approximately 1.7 miles in length.

The real estate firm or individual hereinafter referred to as "CONSULTANT", will be responsible for assembling all professional experts necessary to complete the property acquisition process. CONSULTANT must have experience in, but not limited to, complex property negotiations, purchase agreement preparation, settlement justification narrative preparation, suit package preparation, and eminent domain proceedings.

SCOPE OF SERVICES: Professional property acquisition consultant shall provide support services to the County to complete property acquisition of project parcels for the CHAPMAN ROAD – Road Improvement Project. Consultant shall have experience in, but not limited to, the following duties: complex property acquisition negotiations, purchase agreement preparation, settlement justification narrative preparation, suit package preparation, and eminent domain proceedings. Consultant shall also be called upon to perform the previous mentioned duties in providing support services as it relates to this project.

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.

ORDER TYPE
ORDER DATE
REQ. NUMBER
ANALYST
VENDOR NUMBER

SHIP TO

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

Exhibit B

VENDOR

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

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

DELIVERY

ITEM#	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV

TOTAL AMOUNT

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

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

Exhibit C

HOURLY RATE FEE SCHEDULE:

Hourly rate of $ 125.00 for all time worked including travel to meetings and site visits, billed in increments of not less than .25 hour., for Steven Triece.

and ,

Travel required by Seminole County outside of Seminole/Orange and Volusia Counties shall be pre-approved by Seminole County and reimbursed in the pre-approved amounts. International telephone calls, domestic/international delivery service (UPS/FEDEX) and copies of large size prints will be reimbursed to The Triece Company at their cost. Seminole County will provide title searches, title commitments, title insurance, closing fees, appraisals, appraisal reviews, contract forms, title releases, right-of-way maps and construction plans required for the project. If directed by Seminole County to provide copies of appraisals, right of way maps and construction plans to property owners and/or their attorney, then the cost of reproduction of the copies shall be reimbursed to The Triece Company.

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 submitted to Seminole County Purchasing and Contracts Division, either actually or by specific identification in writing, in support of **RFP-600227-07/GMG** are accurate, complete, and current. This certification includes the wage rates and other factual unit costs supporting any Release Orders or Amendments issued under the agreement between the Consultant and the County.

Firm: The Triece Company.

Signature _____

Name _____
Steven M. Triece

Title _____
President

Date of execution _____

RFP-600227-08/GMG- Real Estate Acquisition Services for Chapman Road Improvement Project

EVALUATORS	American Acquisition Group	Florida Acquisition & Appraisal, Inc.	HDR Engineering, Inc.	Independence Acquisition & Appraisals, LLC	O.R. Colan Associates	PARARA Services	The Triece Company
Shields, David	75	70	80	62	77	76	82
Nichols, David	81	83	93	88	89	87	95
Newton, Neil	91	95	94	95	94	94	97
TOTAL POINTS	**247**	**248**	**267**	**245**	**260**	**257**	**274**
RANKING	**6**	**5**	**2**	**7**	**3**	**4**	**1**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-3076-08/DRR-Longpond Road Water Main

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

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

MOTION/RECOMMENDATION:
Award CC-3076-08/DRR in the amount of $524,347.95 to Cathcart Contracting Co., of Winter Springs, Florida, for all labor, material, equipment, transportation, coordination and incidentals necessary to complete the installation of approximately 4,400 linear feet of 16-inch potable water main extension and a 2-inch fiber optic conduit to run the length of Longpond Road between Interstate 4 to the east and Markham Woods Road to the west.

County-wide Ray Hooper

BACKGROUND:

CC-3076-08/DRR will provide for all labor, material, equipment, transportation, coordination and incidentals necessary to complete the installation of approximately 4,400 linear feet of 16-inch potable water main extension and a 2-inch fiber optic conduit to run the length of Longpond Road between Interstate 4 to the east and Markham Woods Road to the west. The method used for pipe installation will be open cut, and the work will include but not be limited to fire hydrants, valves, piping, tapping sleeves and valves, stub-outs, sample points, maintenance of services and traffic restoration and other incidental work required to make a complete and operational system.

The project was publicly advertised and the County received twenty-eight (28) responses. The Review Committee consisting of Mike Harber, Engineer; Carol Hunter, Principal Engineer; and Dennis Westrick, Manager; all of Environmental Services, PEI Division, reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract to the lowest priced responsive, responsible bidder, Cathcart Contracting Co., in the amount of $524,347.95. The completion time for this project is one hundred eighty (180) days to Substantial Completion, and an additional thirty (30) days to Final Completion, for a total agreement time of two hundred ten (210) days from the issuance of the Notice to Proceed by the County. The back-up documentation includes the Bid Tabulation, which provides the following information on cost savings realized by the County under this solicitation:

High Bid	$1,571,129.01
Low Bid	524,347.95
Cost Avoidance	$1,046,781.06

The Engineer's Estimate was $1,800,000.00. This is a budgeted project and funds are

available in the account line for Longpond Road Water Main (087817.560650, CIP 00216901).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-3076-08/DRR in the amount of $524,347.95 to Cathcart Contracting Co., of Winter Springs, Florida, for all labor, material, equipment, transportation, coordination and incidentals necessary to complete the installation of approximately 4,400 linear feet of 16-inch potable water main extension and a 2-inch fiber optic conduit to run the length of Longpond Road between Interstate 4 to the east and Markham Woods Road to the west.

ATTACHMENTS:

1. CC-3076-08_DRR Award Agreement with Cathcart
2. CC-3076-08_DRR Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT (CC-3076-08/DRR)
LONG POND ROAD WATER MAIN

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **CATHCART CONTRACTING COMPANY**, duly authorized to conduct business in the State of Florida, whose address is 1056 Willa Springs Drive, Winter Springs, Florida 23708, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, including the Scope of Services (attached hereto as Exhibit A) and the solicitation package and all addenda thereto. The Work is generally described as construction of the Long Pond Road Water Main.

The Project for which the Work under the Contract Documents is a part is generally described as construction of the Long Pond Road Water Main.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Camp, Dresser and McKee, whose address is 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751..

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

("CEI") services. As named in the Contract Documents, "CEI" shall mean CH2M Hill whose address is 510 W. Lake Mary Boulevard, Sanford, Florida 32773..

SECTION 3. CONTRACT TIME.

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

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

(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 FIVE HUNDRED TWENTY-FOUR THOUSAND THREE HUNDRED FORTY-SEVEN AND 95/100 DOLLARS ($524,347.95) 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 Scarborough, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

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

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

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

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

construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

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

(1) This Agreement;

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

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

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

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

(1) Performance Bond;

(2) Payment Bond;

(3) Material and Workmanship Bond;

(4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

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

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) Contractor's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

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

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

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

(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

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

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

SECTION 9. LIQUIDATED DAMAGES.

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

and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO THOUSAND FIVE HUNDRED AND NO/100 ($2,500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

General Conditions.

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

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

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

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

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

For COUNTY:

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

For CONTRACTOR:

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

SECTION 13. CONFLICT OF INTEREST.

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

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

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

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

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

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

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

CATHCART CONTRACTING COMPANY

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
MATT T. BLANTON, President

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AEC/lpk
5/16/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\CC-3076-08.doc

By:_____
BRENDA CAREY, Chairman

Date:_____

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

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

EXHIBIT A

Scope of Work

Longpond Road Water Main
Bid No. CC-3076-08/DRR

Scope of Work: The Contractor shall be responsible for all labor, materials, equipment, coordination, tools, transportation, services and incidentals necessary to complete the installation of approximately 4,400 linear feet of a 16-inch Potable Water Main extension and a 2-inch fiber optic conduit to run the length of Longpond Road between Interstate 4 to the east and Markham Woods Road to the west. Work will include but not be limited to fire hydrants, valves, piping, tapping sleeves and valves, stub-outs, sample points, maintenance of service and traffic, restoration and other incidental work required to make a complete and operational system. Method of pipe installation will include open cut.

EXHIBIT B

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Longpond Road Water Main
COUNTY CONTRACT NO. CC-3076-08/DRR

Name of Bidder: Cathcart Contracting Company

Mailing Address: 1056 Willa Springs Dr

Street Address: 1056 Willa Springs Dr

City/State/Zip: Winter Springs Fl 32708

Phone Number: (407) 629-2900 x21

FAX Number: (407) 677-4212

Contractor License Number: CGC051005 / CUC057230

TO: Purchasing and Contacts Division of Seminole County, Florida

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

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

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

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

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

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

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

BID FORM

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

TOTAL AMOUNT OF BID: 524 347. 95
Numbers

FIVE HUNDRED TWENTY FOUR THOUSAND
THREE HUNDRED FORTY SEVEN DOLLARS NINETY FIVE CENTS
(IN WORDS)

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

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

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

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

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 30th 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.

BID FORM

Long Pond Road
Water Main
CIP No. 216901 / WBS No. 10201039

UNIT PRICE BID SCHEDULE

Pay Item No.	Description	Quantity	Unit	Unit Bid Price	Total Bid Price
100	**Mobilization and Demobilization**	1	LS	24425	$ 24425
110	**Erosion and Pollution Control:**				
	Type III Silt Fence	8540	LF	.70	$ 5978
121	**Maintenance of Traffic (MOT)**	1	LS	10000	$ 10000
122	**Site Clearing**	0.39	AC	64000	$ 24960
125	**Trench Safety, Shoring:**				
	5 feet to 10 feet deep	1990	LF	.60	$ 1194
155	**Ductile Iron Pipe, 16 Inches:**				
	0 - 6 Feet Deep	4290	LF	45	$ 193050
181	**Pipe Restraints, Ductile Iron Pipe:**				
	8 Inch	2	EA	110	220
	12 Inch	4	EA	149	596
	16 Inch	118	EA	260	$ 30680
200	**Gate Valves with Boxes and Extensions:**				
	8 Inch	1	EA	1170	$ 1170
	16 Inch	5	EA	4494	$ 22470
220	**Tapping Valves:**				
	16 Inch	1	EA	12157	$ 12157
260	**Reduced Pressure Backflow Assemblies:**				
	1-1/2 Inch	1	EA	1119	$ 1119
300	**Service Connection:**				
	1-1/2 Inch	1	EA	1195	$ 1195
330	**Meter Box:**				
	Large (1-1/2" meter)	1	EA	375	$ 375
350	**Fire Hydrant Assembly**	5	EA	4281	$ 21405
400	**Bore and Jack**	2	EA	24382	48764
401	**Carrier Pipe**				
	16" DIP	185	LF	72	$ 13320
402	**Casing Pipe**				
	30 Inch Steel (with Dual Carrier Spacers)	185	LF	185	$ 34225
450	**Pavement:**				
	Portland Cement Concrete	216	SY	52	$ 11232

Long Pond Road
Water Main
CIP No. 216901 / WBS No. 10201039

470	**Removal:**				
	Asphalt Concrete Driveway / Pavement	185	SY	7	$ 1295
501	**Sodding**	9369	SY	1.65	$ 15458.85
525	**Fiber-Optic Conduit:**				
	Open Cut, 2 Inch PVC Schedule 40	4290	LF	4.73	$ 20291.70
550	**Dewatering:**				
	Trench 4 Feet Deep	3940	LF	.01	$ 39.40
560	**Disinfection:**				
	16 Inch	4340	LF	2.75	$ 11935
1000	**Trail Replacement**	1	LS	16793	$ 16793

TOTAL OF ALL EXTENDED UNIT PRICE ITEMS LISTED ABOVE $ 524347.95

END OF SECTION

EXHIBIT C

TRENCH SAFETY ACT
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

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

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
Trench Box	LS	1	1000-	1000-
Ladder	LS	1	100-	100-

TOTAL $ 1100-

Matt T. Blanton, President
Printed Name

Signature

Cathcart Contracting Company
Bidder Name

4/30/08
Date

EXHIBIT (D)

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: Cathcart Contracting Company

Signature: _____

Printed Name: Matt T. Blanton, President

Title: Matt T. Blanton, President

Date: 4/30/08

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 30 day of April, 20 08, by Matt T. Blanton of Cathcart Contracting Company firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

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

Notary Public State of Florida
Barbara Hutchinson
My Commission DD665687
Expires 04/22/2011

My commission expires: 4-22-2011

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

BID NUMBER: **CC-3076-08/DRR**
PROJECT TITLE: Longpond Road Water Main
BID OPENING DATE: April 30, 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.

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Cathcart Contracting Co. 1056 Willa Springs Dr Winter Springs, FL 32708 John T. Cathcart, CEO 407-629-2900 ex. 21(Phone) 407-677-4212 (Fax)	Eden Site Development 115 W. Pine Avenue Longwood, FL 32750 407-265-1113 (Phone) 407-265-1118 (Fax)	Stormwater & Underground, LLC 5220 S. Washington Ave Titusville, FL 32780 407-215-0410(Phone) 407-215-0411 (Fax)	Wal Rose, Inc PO Box 728 Sanford, FL 32772 W. Duane Griffith 407-328-9999 (Phone) 407-328-4229 (Fax)
TOTAL AMOUNT OF BID	**$524,347.95**	**$545,528.11**	**$571,769.25**	**$598,826.00**
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
PEC	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	GWP Construction, Inc. 4629 NW 44th Ave Suite A Ocala, FL 34482 Cheryl P. Riggs 352-351-2412 (Phone) 352-351-2430 (Fax)	Jr. Davis Construction Co. 210 S. Hoagland Blvd. Kissimmee, FL 34741 Tama R. Davis 407-870-0066 (Phone) 407-870-1912 (Fax)	American Persian Engineers and Construction 4436 Old Winter Garden Rd Orlando, FL 32811 Majid Fouladi, President 407-522-0530 (Phone) 407-532-8332 (Fax)	JEM Equipment Corp. 1807 Edgewater Dr. Orlando, FL 32804 James Meyer 407-292-2340-(Phone) 407-292-2349-(Fax)
TOTAL AMOUNT OF BID	**$602,708.90**	**$629,798.47**	**$639,276.00**	**$644,976.70**
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
PEC	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #9	Response #10	Response #11	Response #12
	RayKen, Inc. 2655-B Old Dixie Hwy Kissimmee, FL 34744 407-870-2822 (Phone) 407-870-2838 (Fax)	ABC Landclearing & Dev 1130 Peachtree Street Cocoa, FL 32922 James Givins 321-636-4734-(Phone) 321-633-6334-(Fax)	Maxwell Contracting, Inc 395 S. Range Road,Ste C Cocoa, FL 32923-0820 Bryan Maxwell 321-632-8810-(Phone) 321-632-8065-(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	**$645,369.27**	**$670,336.65**	**$671,000.00**	**$672,346.60**
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
PEC	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #13	Response #14	Response #15	Response #16
	ADJ Excavating of Florida,Inc 1540 Cornerstone Blvd,Ste 200 Daytona Beach, FL 32117 Arnold Recchia 386-255-0250-(Phone) 386-255-0210-(Fax)	The Lane Construction Corp. 2601 Maitland Center Pkwy Maitland, FL 32751 D P Dobbs (407) 331-3100 (407) 331-3614	Sitek Corporation 5462 Hoffner Ave, Ste 508 Orlando, FL 32812 Joseph Fard 407-898-9706-(Phone) 407-898-9732-(Fax)	Mora Engineering Contractors, Inc 9660 West Sample Rd Ste 301 Coral Springs, FL 33065 Carlos Mora 386-322-4500-(Phone) 386-322-4600-(Fax)
TOTAL AMOUNT OF BID	**$717,975.77**	**$728,518.400**	**$748,775.00**	**$753,995.69**
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
PEC	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #17	Response #18	Response #19	Response #20
	CenState Contractors, Inc 2288 Executive Road Winter Haven, FL 33882-0552 B. Scott Short 863-324-3882-(Phone) 863-324-3648-(Fax)	Stately Contractors, Inc 6028 33rd St. E Bradenton, FL 34203 Glenn P. Bower 941-756-4700-(Phone) 941-756-4540-(Fax)	Expertech Network Installation (US) Inc. 6781 W Sunrise Blvd Plantation, FL 33313 John Wood 954-797-4400-(Phone) x4358 954-797-6849-(Fax)	CE James, Inc 826 Eyrie Dr Oviedo, FL 32765 Jim Cunningham 407-359-5533-(Phone) 407-359-5544-(Fax)
TOTAL AMOUNT OF BID	**$768,590.00**	**$780,077.00**	**$794,865.35**	**$828,365.25**
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
PEC	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #21	Response #22	Response #23	Response #24
	CWB Contractors, Inc 2445 CR 2006 Bunnell, FL 32110 Clinton Baylor 386-672-0133-(Phone) 386-672-0352-(Fax)	Prime Construction P.O. Box 590507 Orlando, FL 32859-0507 Reynolds Holiman 407-856-8180-(Phone) 407-856-8182-(Fax)	Mercon Construction Co. 133 E Pine Ave Longwood, FL 32750 Mehrdad Moradi 941-756-4700-(Phone) 941-756-4540-(Fax)	Mid-State Paving Co., Inc 347 Bolender Rd Auburndale, FL 33823 Geraldine Mulford 863-965-2861-(Phone) 863-967-7741-(Fax)
TOTAL AMOUNT OF BID	**$832,312.00**	**$887,863.00**	**$892,117.15**	**$963,527.55**
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
PEC	Yes	Yes	Yes	Yes

ITEM DESCRIPTION	Response #25	Response #26	Response #27	Response #28
	A&M SI Construction Co. 1717 S Rio Grande Ave Orlando, FL 32805 Mike Rahmankhah 407-872-7000-(Phone) 407-872-7222-(Fax)	AJC Construction 8046A Presidents Drive Orlando, FL 32809 Alexander Caputo 407-855-5572-(Phone) 407-855-4922-(Fax)	Volt Information Sciences, Inc 12700 56th St. N Clearwater, FL 337600 R.J. Chip Anderson 727-571-2268-(Phone) 727-571-1990-(Fax)	Central Florida Environmental Corp 910 Belle Ave., Ste 1040 Winter Springs, FL 32708 David Stalowy 407-834-6115 (Phone) 407-834-6391 (Fax)
TOTAL AMOUNT OF BID	**$1,108,240.50**	**$1,169,000.00**	**$1,205,930.00**	**$1,571,129.01**
Acknowledge addenda 1-2	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification of Non-Segregated Facilities Form	Yes	Yes	Yes	Yes
Americans w/Disabilities Act	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
PEC	Yes	Yes	Yes	Yes

Bid Opening: April 30, 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 *for Diane Reed, Sr. Procurement Analyst*
(Posted by Jacqui Perry at 3:05 p.m.. Eastern, Revised Bid Tabulation posted 5/9/2008 at 9:30 am EST by D. Reed)
Recommendation of Award: **Cathcart Contracting Company** (Posted May 14, 2008 @ 11:50am EST by D. Reed)
BCC Agenda Date: **June 10, 2008**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #3 to RFP-4242-05/GMG (Part A) – Term Contract for the Purchase of Road Construction Products and Related Materials and In-place Services

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

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

MOTION/RECOMMENDATION:
Approve Amendment #3 to RFP-4242-05/GMG (Part A) – Term Contract for the Purchase of Road Construction Products and Related Materials and In-place Services with Orlando Paving Company, Orlando.

County-wide Ray Hooper

BACKGROUND:

RFP-4242-05/GMG provides for the purchase of road construction products and related materials and in-place services, for County-wide road projects. Amendment #3 will provide for an increase to the asphalt products due to rising costs in liquid asphalt, aggregate, fuel and labor. Consideration was given to the escalation of costs based on FDOT's Asphalt Price Index which is currently $1.6486 per gallon as compared to $1.2447 per gallon for asphalt in 2006 when the last price increase was approved for this contract by Amendment #2. The proposed price increase is in line with current pricing of other agencies. The current budgeted amount for these services and materials are $4,500,000.00.

Authorization for performance of services by Contractor under this agreement shall be in the form of written Release Orders issued by the County. Each order shall describe the services required, state the dates for commencement and completion of the work and establish the amount and method of payment.

STAFF RECOMMENDATION:
Staff recommends the Board approve Amendment #3 to RFP-4242-05/GMG with Orlando Paving Company, Orlando.

ATTACHMENTS:

1. Amendment #3

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

THIRD AMENDMENT TO TERM CONTRACT FOR PURCHASE OF ROAD CONSTRUCTION PRODUCTS AND RELATED MATERIALS AND IN-PLACE SERVICES (PART A) (RFP-4242-05/GMG)

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 20th day of April, 2005, as amended on May 10, 2006, and on May 25, 2006, between **ORLANDO PAVING CO.**, a division of Hubbard Construction Co., whose mailing address is P.O. box 547186, Orlando, Florida 32854-7186, hereinafter referred to as "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 referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on April 20, 2005, as amended on May 10, 2006, and on May 25, 2006, for miscellaneous road construction 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 21 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. Exhibit "A" of the Agreement is deleted and Exhibit "A" attached hereto is substituted therefore.

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

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

ORLANDO PAVING CO.

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
R. WAYNE EVANS, Sr. Vice-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 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
5/16/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-4242A 3am.doc

Attachment:
Exhibit "A" - Scope of Services

PART A - ROAD CONSTRUCTION PRODUCTS AND RELATED MATERIALS AND IN-PLACE SERVICES
(Amendment #3) - Labor and Materials

Group I: Asphaltic Concrete, Surface Treatment and Friction Course in-place

Item #	Description	0–50 Tons/Job	51-150 Tons/Job	151-300 Tons/Job	Over 300 Tons/Job
1-1	Type S-I Hot Mix Asphaltic Concrete	Estimated 150 Tons: $153.22/ton	Estimated 450 Tons: $ 110.47 /ton	Estimated 2400 Tons $98.12 /ton	Estimated 25000 Tons: $ 91.97/ton
1-2	Type S-III Hot Mix Asphaltic Concrete	Estimated 150 Tons: $149.99 /ton	Estimated 450 Tons: $107.14/ton	Estimated 2000 Tons $91.34 /ton	Estimated 2000 Tons: $88.99 /ton
1-3	Type FC-2 Friction Course – Without GTR	Estimated 50 Tons: $ 200.80/ton	Estimated 150 Tons: $ 151.63 /ton	Estimated 300 Tons $121.03 /ton	Estimated 2000 Tons: $103.78 /ton
1-4	Type FC-3 Friction Course – Without GTR	Estimated 50 Tons: $ 166.66 /ton	Estimated 150 Tons: $ 144.56 /ton	Estimated 300 Tons $ 119.26 /ton	Estimated 2000 Tons: $ 102.26 /ton
1-5	Mobilization Charge for 24-hour emergency response (labor/equipment/materials)	Estimated 2: $ 5,172.99/per time			

Group II: Sand and Seal in-place

Item #	Description	0–1000 Sq Yd	1001–2000 Sq Yd	2001–3000 Sq Yd	Over 3000 Sq Yd
2-1	Prime and Sand	Estimated 500 SY: $ 0.47 /SY	Estimated 1000 SY: $ 0.47 /SY	Estimated 2000 SY: $ 0.47 /SY	Estimated 3000 SY: $ 0.47 /SY
2-2	Armor Coat	Estimated 500 SY: $ 2.34 /SY	Estimated 500 SY: $ 2.34 /SY	Estimated 500 SY: $ 2.34 /SY	Estimated 500 SY: $ 2.34 /SY

Group III: Milling existing asphalt pavement in-place

Item #	Description	0–1000 Sq Yd	1001–2000 Sq Yd	2001–3000 Sq Yd	Over 3000 Sq Yd
3-1	Milling in-place	Estimated 1000 SY: $ 12.88 /SY/In	Estimated 1500 SY: $ 4.68 /SY/In	Estimated 20,000 SY: $ 2.87 /SY/In	Estimated 4,000 SY: $ 2.87 /SY/In

Group IV: Temporary Pavement Marking in-place

Item #	Description	Quantity
4-1	Temporary Pavement Marking – Tape	Estimated 5000 LF: $ 2.64 /LF
4-2	Temporary Pavement Marking – Paint – Solid Stripe "4"	Estimated 5000 LF: $ 0.41 /LF
4-3	Temporary Pavement Marking – Paint – Skid Stripe "4"	Estimated 5000 LF: $ 0.23 /LF
4-4	Temporary Pavement Marking – Paint – Stop Bar	Estimated 50 each: $ 89.60 /Each
4-5	Temporary Pavement Marking – Paint – School Zone	Estimated 50 each: $ 42.19 /Each
4-6	Temporary Pavement Marking – Paint - Rail Road Crossing	Estimated 50 each: $ 42.19 /Each

Group V: Speed humps, miscellaneous small asphalt areas (driveways connectors, railroad crossings, etc.)

Item #	Description	Quantity
5-1	Speed Humps (Approximately 6.9 tons each)	Estimated 100 Tons: $ 174.52 /Tons
5-2	Manhole Ring Adjustment	Estimated 25 each: $ 140.45 /Each
5-3	Water Valve or similar cover adjustment	Estimated 25 each: $ 40.97 /Each
5-4	Place Pavement Reinforcement Fabric	Estimated 24000 SF: $ 0.23 /SF

Group VI: Placement of Asphalt products

Item #	Description	0–50 Sq Yds	51–100 Sq Yds	101–200 Sq Yds	Over 200 Sq Yds
6-1	Textured Asphalt Pavement (Six Coats)	Estimated 100 SY: $ 94.92 /SY	Estimated 100 SY: $ 94.92 /SY	Estimated 100 SY: $ 94.92 /SY	Estimated 300 SY: $ 94.92 /SY
6-2	Street Bond SP 50 Base	Estimated 100 SY: $ 59.35 /SY	Estimated 100 SY: $ 46.29 /SY	Estimated 100 SY: $ 46.29 /SY	Estimated 300 SY: $ 35.59 /SY
6-3	Street Bond SP 100 Base	Estimated 100 SY: $ 59.35 /SY	Estimated 100 SY: $ 46.29 /SY	Estimated 100 SY: $ 46.29 /SY	Estimated 300 SY: $ 35.59 /SY
6-4	Additional Coats	$ 14.87 /Each	$ 11.70 /Each	$8.96 /Each	$ 8.61 /Each

Materials Only

Group VII: Asphaltic materials (materials only)

Item #	Description	FOB Plant	FOB Job Site
7-1	Type S-1 – Hot Mix Asphaltic Concrete	Estimated 5000 Tons: $ 69.82 /Ton	Estimated 5000 Tons: $ 77.22 /Ton
7-2	Type S-III – Hot Mix Asphaltic Concrete	Estimated 4000 Tons: $ 69.24 /Ton	Estimated 4000 Tons: $ 76.64 /Ton
7-3	Type FC-3 – Friction Course	Estimated 1000 Tons: $ 81.21 /Ton	Estimated 1000 Tons: $ 88.61 /Ton
7-4	Asphalt Milling Material	Estimated 800 Tons: $ 25.00 /Ton	Estimated 200 Tons: $ 30.00 /Ton
7-5	Asphalt Rack	Estimated 500 Gals $ 2.25 / Gal	

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Work Order #76 to PS-5150-03/AJP - Master Agreement for General Environmental Services with Water & Air Research of Gainesville, Florida

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Bob Hunter **EXT:** 7119

MOTION/RECOMMENDATION:
Approve Work Order #76 to PS-5150-03/AJP - Master Agreement for General Environmental Services in the amount of $56,371.97 with Water & Air Research, Inc. of Gainesville, Florida, and authorize the County Manager to execute the Work Order.

County-wide Ray Hooper

BACKGROUND:

PS-5150-03/AJP provides various professional services that include Water Quality Monitoring and Analysis, Permitting, Permit Compliance, Mitigation Services, Gopher Tortoise Permitting, Environmental Monitoring, Contamination, Resource Management, and other miscellaneous general environmental services.

Under the Agreement, Water & Air Research, Inc. performs environmental monitoring services in accordance with the Consumptive Use Permit #8230 for the Northwest Service Area of Seminole County. In order to remain in compliance with this permit, these services are performed on an annual basis and the most recent Work Order #44 provided for service coverage through September 30, 2007.

Although the budget for these services continued into the next fiscal year, a Work Order was not executed and services were performed to date in the amount of $26,000.00. Pursuant to the requirement under County Ordinance 220.16 - Unauthorized Purchases Prohibited, the backup documentation for this Agenda Item includes a memorandum from the Director of Environmental Services to the County Manager.

Staff recommends that the entire annual cost for these services in the amount of $56,371.97 be presented to the Board for the approval of this commitment and authorize the County Manager to execute the Work Order. Work Order #76 will provide for the continued environmental monitoring required to remain in compliance with the CUP, and upon execution by the County Manager, the Work Order will cover the period from October 1, 2007 through September 30, 2008.

These services are budgeted, and funds are available in account number 087801.530310; Water and Sewer, Professional Services.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Work Order #76 to PS-5150-03/AJP - Master Agreement for General Environmental Services in the amount of $56,371.97 with Water & Air Research, Inc. of Gainesville, Florida, and authorize the County Manager to execute the Work Order.

ATTACHMENTS:

1. PS-5150-03 Work Order 76 with Water & Air
2. PS-5150-03 W076 Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: PS-5150-03/AJP Dated: March 9, 2004
Contract Title: General Environmental Services
Project Title: **Annual Environmental Monitoring for Consumptive Use Permit**

Consultant: Water & Air Research, Inc.
Address: 6821 S.W. Archer Road
Gainesville, Florida 32608

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

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

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence on October 1, 2007 notwithstanding the date of execution of this Agreement by the parties, and shall be completed on September 30, 2008. 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: FIFTY-SIX THOUSAND THREE HUNDRED SEVENTY-ONE AND 97/100 DOLLARS ($56,371.97)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

Water & Air Research, Inc.

By:_____
William C. Zegal, President

Date:_____

****

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Procurement Analyst)

_____
(Procurement Analyst)

By: _____
Cindy Coto, County Manager

Date: _____
As authorized by Section 8.153 Seminole County Administrative Code.

OC #803320 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.

water & air
RESEARCH, INC.

Environmental Engineers,
Biologists, & Planners

September 26, 2007

Ruth Hazard
Principal Coordinator
Seminole County Environmental Services
500 West Lake Mary Boulevard
Sanford, Florida 32773

RE: Work order request to continue to perform environmental monitoring in accordance with Consumptive Use Permit 8230 Conditions 24 and 26, (formerly 35 and 38), Northwest Service Area, Seminole County, Florida.

Ms. Hazard:

Water & Air Research, Inc. (Water & Air) is pleased to submit this work order request to complete environmental services using rates and project totals authorized in the Consultant Services Agreement (PS-5150-03/AJP) General Environmental Services dated March 9, 2004.

The annual contract amounts provided cover the twelve month period of October 1, 2007, through September 30, 2008.

The project costs for the fiscal year period is $56,371.97 and is comprised of the following tasks:

- Saline/Brackish Water Intrusion Monitoring-$23,751.14.
- Wetlands Hydrologic & Photographic Monitoring-$26,570.83.
- Monitoring Station Vegetation Clearing-$6,050

A slight increase in Wetlands Hydrologic & Photographic Monitoring task was incurred to implement Condition 29 mandated in "Consumptive Use Technical Staff Report Public Supply Use" dated January 19, 2006 from the SJRWMD. This

6821 S.W. Archer Road
Gainesville, Florida 32608
Voice: 352/372-1500
Toll Free: 1/800/242-4927
Fax: 352/378-1500
services@waterandair.com
www.waterandair.com
Printed on Recycled Paper

condition requires that continuous water level monitoring of the Upper Florida Aquifer be conducted in the vicinity of Sylvan Lake using monitoring wells SMW-2.
In total 0.5 hours per week of additional time are required to incorporate monitoring of SWM-2 by a Senior Technician at a billing rate of $43.91 per hour. Because Water & Air is currently under task with the City of Sanford to perform the same monitoring task the additional fees charged Seminole County are 50% of the total monitoring cost. The additional fees were derived as follows:

52 weeks x $43.91/hour x 0.5 hours/week = $1,141.66 for both Seminole County and the City of Sanford.

$$1,141.66 / 2 = $570.83 is Seminole County's monitoring increase as a result of Condition 29 per the SJRWMD Technical Staff Report.

If you have any questions or require additional information please feel free to contact me.

Respectfully,

Water & Air Research, Inc.

Scott Burgard

Scott Burgard, P.G.
Senior Hydrogeologist

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

MEMORANDUM

ENVIRONMENTAL SERVICES
500 W. Lake Mary Blvd.
Sanford, Florida 32773
Phone: (407) 665-2010
FAX: (407) 665-2019

TO: **Cindy Coto, County Manager**

FROM: **John Cirello, P.E., Ph.D., Environmental Services Director**

SUBJECT: **PS-5150-03 - Work Order (#76) with Water & Air for Annual CUP Monitoring**

DATE: **May 19, 2008**

Water and Air Research, Inc. is an environmental engineering firm that provides services under Master Contract PS5150-03/AJP, General Environmental Services. Environmental Services has used this company to perform continuous weekly, monthly and quarterly environmental requirements under the Consumptive Use Permits for the St. Johns River Water Management District since 2003.

The yearly work order quote for this work was received by Environmental Services at the end of September 2007. An OC request was inputted into the JDE system the second week of October. Since this work is continuous, the work was still being performed as the yearly paperwork process was being performed. Apparently, there must have been a mistake in entering the OC request, because it never made its way to Purchasing for execution. The Department was unaware that there was not a current work order until the contractor went to bill for the first time in March of 2008 and did not have an executed work order to bill to.

There have been several issues brought to light about the procedures in handling the work order process. A new tracking spreadsheet has been created internally to track the entry of the OC, when it was approved internal to the department, when received in Purchasing and when the executed copy is received in the Department and distributed to the appropriate project manager. Additionally, discussions have been held with Purchasing to make sure there is sufficiently legal authority to keep the contractor working continuously, even though it may take several weeks to generate a new yearly work order.

Cc: Cindy Coto, County Manager
Joe Forte, Deputy County Manager
Gary Rudolph, Utilities Manager
Ray Hooper, Purchasing and Contracts Manager
Bob Hunter, Procurement Supervisor

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-3065-08/DRS - Continuous Construction Engineering and Inspection Services Agreement for SR 434 Widening and Resurfacing from Montgomery Road to I-4

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Jacqui Perry **EXT:** 7114

MOTION/RECOMMENDATION:
Approve ranking list and authorize staff to negotiate rates for PS-3065-08/DRS - Continuous Construction Engineering and Inspection Services Agreement for SR 434 Widening and Resurfacing from Montgomery Road to I-4 with Mehta & Associates of Winter Park, Florida (Estimated Usage Amount of $1,300,000.00 over the term of the Agreement).

County-wide Ray Hooper

BACKGROUND:
PS-3065-08/DRS will provide continuous Construction Engineering and Inspection Services Agreement for SR 434 Widening and Resurfacing from Montgomery Road to I-4 including, but not limited to, administration of the construction agreement to determine that the project is in reasonable conformity with the plans, specifications and contract provisions, as described in the detailed Scope of Services.

The project was publicly advertised and the County received sixteen (16) submittals listed alphabetically:

- Dick Corporation
- DMJM Harris
- DRMP
- GBF Engineering, Inc.
- HDR Construction Control
- JBS
- KCCS
- Keith & Schnars, Inc
- Mehta & Associates, Inc
- PB Americas, Inc.
- PBS & J

• Reynolds, Smith and Hills Inc.

• SAI Consulting Engineers, Inc.

• TEG Inc.

• Volkert Construction Services

• Wilbur Smith Associates, Inc

The Evaluation Committee, which consisted of Brett Blackadar, Principal Engineer, Public Works - Engineering; Steve Douglas, Principal Engineer, Public Works - Engineering; William Glennon, Principal Engineer, Public Works - Engineering; Gary Johnson, Public Works Director; and Jerry McCollum, County Engineer, Public Works, evaluated the submittals and agreed to shortlist five (5) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

• Identification of Critical Issues related to the Construction of this project
• Team Experience
• Similar Project Experience
• Innovative/Cost Savings Ideas

The attached backup documentation includes the Bid Tabulation, the Presentation Summary & Scoring Sheets, the Evaluation Summary Sheet and the Project Scope. The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

- Mehta & Associates, Inc
- Post Buckley Schuh and Jernigan (PBS&J)
- Wilbur Smith Associates
- PB Americas
- DMJM Harris

STAFF RECOMMENDATION:

Staff recommends that the Board approve ranking list and authorize staff to negotiate rates for PS-3065-08/DRS - Continuous Construction Engineering and Inspection Services Agreement for SR 434 Widening and Resurfacing from Montgomery Road to I-4 with Mehta & Associates of Winter Park, Florida (Estimated Usage Amount of $1,300,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-3065-08_DRS - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

PS NUMBER: PS-3065-08/DRS

PS TITLE : Continuous Construction Engineering and Inspection Services Agreement for SR 434 Widening & Resurfacing from Montgomery Road to I-4

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

DATE: March 19, 2008 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Dick Corporation 375 Douglas Ave., Ste 2002 Altamonte Springs, FL 32714 Daniel P. Sokal, P.E. (407) 865-5677 Phone (407) 862-5170 Fax	DMJM Harris 20 N. Orange Ave., Ste 407 Orlando, FL 32801 Barry Fiandra, P.E. (407) 246-7112 Phone (407) 649-7188 Fax	DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL 32814 Mark E. Puckett, P.E. (407) 896-0594 Phone (407) 896-4836 Fax	GBF Engineering, Inc. 5340 NW 10th Terrace Ft. Lauderdale, FL 33309 Gladys Dilmaghani (954) 492-9921 Phone (954) 492-9909 Fax
RESPONSE -5-	**RESPONSE -6-**	**RESPONSE -7-**	**RESPONSE -8-**
HDR Construction Control, Inc. 315 E. Robinson St., Ste 400 Orlando, FL 32801 Larry Sellers, P.E. (407) 420-4200 – Phone (407) 420-4242 – Fax	JBS, Inc. 15 Windsormere Way, Ste 200 Oviedo, FL 32765 Jelinda F. Boles (407) 359-6437 Phone (407) 971-4998 Fax	KCCS, Inc. 2005 Murcott Drive, Unit E St. Cloud, FL 34771 Jason Boulnois, P.E. (407) 891-6855 Phone (407) 891-6955 Fax	Keith & Schnars, Inc. 6500 North Andrews Ave. Ft. Lauderdale, FL 33309 John P. Cleland, P.E. (954) 776-1616 Phone (954) 771-7690 Fax
RESPONSE -9-	**RESPONSE -10-**	**RESPONSE -11-**	**RESPONSE -12-**
Mehta & Associates, Inc One Purlieu Pl., Ste. 100 Winter Park, FL 32792 Vipin C. Mehta, P.E. (407) 657-6662 Phone (407) 657-9579 Fax	PB Americas, Inc. 5405 West Cypress St, Ste 300 Tampa, Florida 33607 G. Dewey Martin III, P.E. (813) 287-2626 Phone (813) 282-8409 Fax	PBS & J 482 S. Keller Rd. Orlando, FL 32810-6101 Steven W. Martin, P.E. (407) 647-7275 Phone (407) 838-1601 Fax	Reynolds, Smith and Hills Inc. 1000 Legion Pl., Ste. 870 Orlando, FL 32801 Dale A. Barnes, P.E. (407) 893-5870 Phone (407) 648-9171 Fax

RESPONSE -13-	RESPONSE -14-	RESPONSE -15-	RESPONSE -16-
SAI Consulting Engineers, Inc. 7380 Sand Lake Rd, Ste 500 Orlando, FL 32819 James J. Lombardi, P.E. (407) 352-5273 Phone (407) 351-1901 Fax	TEG, Inc. 160 International Pkwy, Ste 250 Heathrow, Florida, 32746 Jamal A. Hassouneh, P.E. (407) 829-7818 Phone (407) 829-7918 Fax	Volkert Construction Services, Inc. 151 South Wymore Rd, Ste 550 Altamonte Springs, FL 32714 Jack W. Roberts, P.E. (407) 682-2045 Phone (407) 682-7861 Fax	Wilbur Smith Associates, Inc. 3191 Maguire Blvd., Ste. 200 Orlando, FL 32803 Adrian B. Share, P.E. (407) 896-5851 Phone (407) 896-9165 Fax

Tabulated and Posted by David R. Santiago, CPPB *(March 20, 2008 at 1005)*

Evaluation/Short List Committee Meeting: April 23, 2008 at 10:00 a.m., PW/Engineering, 520 Lake Mary Blvd, Sanford, FL 32773

Short listed firm: Mehta & Associates; DMJM Harris; PBS&J; PB Americas & Wilbur Associates. *(Updated on April 24, 2008 at 1400)*

Presentations: Thursday, May 8, 2008 beginning at 08:30 a.m.., PW/Engineering, Lake Jesup Room, 520 Lake Mary Blvd, Sanford, FL 32773

Recommendation for Ranking and Authorization for Negotiation for BCC Agenda June 24, 2008: **1. Mehta & Associates, Inc; 2. PBS&J; 3. Wilbur Smith Associates; 4. PB Americas; 5. DMJM Harris** *(Updated by J. Perry 5/08/2008 3:30 PM EST)*:

Board of County Commissioners Agenda Date – Approve and award: TBD

PRESENTATION RANKINGS

PS-3065-08/DRS - Continious CE&I Services Agreement for SR 434 Widening and Resurfacing

DATE 5/8/2008 **TIME** 8:30 AM EST

	Steve Douglas	Bill Glennon	Gary Johnson	Brett Blackadar	Jerry McCollum	Total	Ranking
DMJM Harris	5	5	3	5	3	**21**	**5**
Mehta & Associates	1	3	1	1	2	**8**	**1**
PB Americas, Inc.	3	1	5	4	5	**18**	**4**
PBS & J	2	4	2	3	1	**12**	**2**
Wilbur Smith Associates	4	2	4	2	4	**16**	**3**

PRESENTATION RANKINGS

PS-3065-08/DRS - Continious CE&I Services Agreement for SR 434 Widening and Resurfacing

The Evaluation Committee agrees to the following ranking:

Steve Douglas

Gary Johnson

Jerry McCollum

Bill Glennon

Brett Blackadar

Ranking (3)

Total Score (0-100) 78.85

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **DMJM Harris**

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Critical — Bid Constructability, MOT, PI, Erosion, utilities, Drainage Struct. issues, Bridge Plans, Monitoring Wells, Sidewalk - Existing, - Tore Up, Screen @ walls, Irrigation lines, Plastic Material. MOT - Issue with Tunnel Signal issues. Bridge - Conflicts with turbidity plan Permit issues. utility - Conflict well

Good (++) 78.0

Score 39.0 (0-50)

Criteria: Team Experience, 20 pts

100 inspectors in this region. Very good Exp. staff

Very good 80.0

Score 16.0 (0-20)

Criteria: Similar project Experience, 15 pts

Numerous projects FDOT throughout state of FL. Jacksonville project very similar & Also City Projects, at Contractor

Very good (+1) 81

Score 12.15 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

State efficiency - Staff assist Greenly Well - Eliminate 50-70K

Good (+++) 78

Score 11.70 (0-15)

Ranking (3)

Total 78.85

Ranking 5 **Total Score (0-100)** 77.25

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **PB Americas**

QUALIFICATION COMMITTEE MEMBER: Jerry McCallum

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Critical issues – MOT – General, Utilities – General Environmental Drainage – Erosion, Construction Issue – Detail on Gabion Basket and pipe, Sink hole. No mention of Public Involv. General in several areas Good(+1) 76

Score 38.0 (0-50)

Criteria: Team Experience, 20 pts

Very experienced team. Avg. 20 years per person for FDOT projects. Cohesive team Largest CEI in FL. 80.0

Very good

Score 16.0 (0-20)

Criteria: Similar project Experience, 15 pts

Urban reconstruction / Bridges / Erosion control SR436 / US192 – Conway Widening. Nova Rd. 80

Very good

Score 12.0 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Limit bridge removal and pond excavation 75

Good

Score 11.25 (0-15)

Ranking (5) Total 77.25

Ranking 4 Total Score (0-100) 78.05

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **Wilbur Smith**

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Critical issues - MOT - Leveling issues on lift) Rdwy lighting, - Detailed on MOT. Environmental impacts - ADA issues - Existing Limited ROW - Gravity wall and ~~[illegible]~~ - Public involvement utility - Tecu conflict Rdwy lighting Good (++) 77

Score 38.5 (0-50)

Criteria: Team Experience, 20 pts

Team worked 10 years together Several major State/local projects 80

Very good

Score 16.0 (0-20)

Criteria: Similar project Experience, 15 pts

Conway Rd. (City of Orlando, SR 436 Orlando and SR 436 I-4 to Pearl Lake 80

Very good

Score 12.0 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Cost Savings - Eliminate 2 footer bridge - 100K Savings Reduce MOT phasing (4 to 3) 77

Good (++)

Score 11.55 (0-15)

Ranking 4 Total Score (0-100) 78.05

Ranking 1 Total Score (0-100) 83.7

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **PBS&J**

QUALIFICATION COMMITTEE MEMBER: Jerry McCallum

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

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

Street lighting
Noise / lighting
Public Involv. – Detailed

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

Very detailed on bridge. Mon. well Env. Issues

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Utility Relocation – Gas main – Conflicts/Coverage. Drainage – MOT. Very detailed on MOT. Roadway – Grade control. Overbuilt Asphalt not covered properly. Sinkhole const. area. Monitoring well issues – Dewatering issues. Signalization conflict issues. Save arms on Bridge issues – Eliminate slow. Eliminate sand RR

Excellent Very detail

Save soil on Bridge maybe Ped. Bridge

88

Score 44.0 (0-50)

Criteria: Team Experience, 20 pts

Augusta Blvd. team. 100 employees locally (all disciplines)

80

Very good

Score 16.0 (0-20)

Criteria: Similar project Experience, 15 pts

Numerous State and County projects (Old Augusta Blvd II / III) Also CR 425

80

Very good

Score 12.0 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Good on Bridge – very detailed on Drainage Improvements Bridge

78

Good(+++)

Score 11.70 (0-15)

Ranking (1)

Total 83.7

Ranking 2 **Total Score (0-100)** 82.50

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **Mehta Engineering**

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

P.I. - Quest
Project Schedule - Phase 2/4 critical - 8 critical issue 85
Wekiva River - Underground footing? not T-Site issues
Springs - Noise level, very good detail on MOT phasing
Bottleneck site issues, Bridge Decking, Storm drain conflicts
overbuilt first drainage, median, guardrail, stamped concrete
very detailed on bridge issues. well-thought-detailed very detailed on critical issue

Score 42.50 (0-50)

Criteria: Team Experience, 20 pts

50 local projects 15 major projects. 80
at this nature. Leaders former FDOT
Res. Eng. Very exp. team.

very good

Score 16.0 (0-20)

Criteria: Similar project Experience, 15 pts

Similar to US 17/92 and US 441 projects
Crystal Lake Dr.

80

Very good

Score 12.0 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

CEI Combine duties for inspectors 80
Very exp. with FDOT, Const. Review
Eliminate Footing - Save 220K. Eliminate
Bottom Piles - Save 140K. Lime rock base, mast arms early
MOT Phasing - very good

Total 300K very detailed

Score 12.0 (0-15)

Ranking (2) Total 82.50

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: DMJM Harris

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Bradfelt & Constitutional, MOT HEAVY TRAFFIC P.I. Bus. & Res. Engrm. Geo. UTIL. COORD. STRUCTURES & QUANTITY ERRORS, MONITORING WELLS, EXISTING / PROPOSED S.W. SOUND AREA, FENCE IRON CONC. OIL, IRRIGATION, TREES, SOILS, adjacent proj. plan review Engrm / Institutional control, Permits HOA (FAA, Jr Juno PR)

Score 40 **(0-50)**

Criteria: Team Experience, 20 pts

100 inspection w/in resume / 25yr exp. / 8 of 100yr Exp. combine CEI cntr.

Score 20 **(0-20)**

Criteria: Similar project Experience, 15 pts

Orange Blossom Trail, FDOT Industrial Blvd Orlando, Municipality CEI proj. listed

Score 15 **(0-15)**

Criteria: Innovative/Cost Savings Ideas, 15 pts

Staffing admin assistant while to offset in other proj. Eliminate Security wall 386 to 380 50 to 75 THOUSAND

Score 15 **(0-15)**

RANK 5

TOTAL 90

Ranking_____ Total Score (0-100) _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: Mehta Engineering

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Crested schedule phase II & IV 8 critical issues. Little Wekiva Bridge. Footing / Env issues. Drainage noise issues, MOT, Possible visibility issues. new pond & / Bridge, Trench Sft & Dewatering. Proposed MOT phasing propose widen outside than median Areas. Battered piles Soil & / Blow cnt. Bridge deck rideability. Beam Deflections. Drainage work phasing, tie into existing structures. Overdrilled sandy tie. award pending. Maintenance issue possible stamp conc. Utility Coord. Public info. DCA. Know area & community. HOA. Door hanger for the free restaurants

Score 46 (0-50)

Criteria: Team Experience, 20 pts

30yrs CEI ARCH., SURVEY (LOCAL OFFICES)
FDOT DIST V Strong team listed

Score 20 (0-20)

Criteria: Similar project Experience, 15 pts

US 192, US 441, Crystal Lk Dr, Various m & R proj listed

Score 15 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Combine positions Proj Eng / Office Eng. Denser map utility Coord. integrated BR tem
Eliminate footing Best 3 possible ≈ $ 218,931 cost, time.
Eliminate or reduce Battered piles ≈ 14,000
MOT phasing save construction time ≈ 60,000 savings
Innerlock in lieu of steel Mast arms.

Score 15 (0-15)

≈$302,341 savings
≈ 50 Constr Days.

RANK 1 TOTAL 96

Ranking_____ Total Score (0-100) _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: PB Americas

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Key int. Bridge const. Ped & bicycle, ped underpass. High traffic 53,000 AADT
Sink hole trained. MOT, PB review contractor plans, util. SPA alternate dep.
Coord between contractor & utility resolve conflicts; Sec. Bridge const.
Permitting Eng., make sure group contracts, mitigation coord. Production management
Drainage; Fence projects Madison bioretention, Exfiltration Sys.
temp drainage req. S 151 head wall w/in ROW. Smart bar. **Score** 44
Sink hole surcharge req. Jones/Cons will PR assm. (0-50)
Contract overbuild.

Criteria: Team Experience, 20 pts

Strong team, (20 yr of FDOT) experience, large CEI provider
Bridge, geo., drainage, elec., spec.
CTQP certs. FDOT cert. inspection.

Score 20
(0-20)

Criteria: Similar project Experience, 15 pts

SR 436 widening Urban recon. bridge, Exfiltration, Madison bioretention
Conway Rd.

Score 15
(0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

EB Bridge widening Joint removal of existing structure
Pond construction Lane closure finished grade until project
Comp. avoid maintenance issue due to compaction.

Score 15
(0-15)

RANK 3 TOTAL 94

Ranking_____ Total Score (0-100) _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Util. relocate. gas mains Coverage <3' vs storm. water/reclaim City of Altamonte Springs AT&T Bright Lam 1st Drainage. NOT showing median than RT & LT Retaining comp. median work Desilting of pipes reviews do not to include all pipe, MSP overlooked pay item issue! Duntz Hole construction lights. Contamination Groundwater Tally w/ Jim Russell monitoring wells (pay items for relocation) util. conflicts w/ mast arms. even no plans w/ Jacked conduit. Existing arms may be used Env. Little information Tram. Driveway, permits, Swalbitty monitoring relocation

Score 45 (0-50)

Criteria: Team Experience, 20 pts Additional protection over area.

over 4000 emp. & 80 offices Strong Team (Airport Blvd)
400 local employees. Knowledge of Bridge (Strong).
FDOT & Hom. Co. project
FDOT Dealings w/ District
noise/lights, Day and night ops - Safety lighting, proj. control, Land & Volk.
Spending Little Problem (not). Schedule proposed. Downtown w/ Area Business & Res.

Score 20 (0-20)

Criteria: Similar project Experience, 15 pts

Airport Blvd. II & III, Palm Bay FDOT DIST V
Sebastian River Bridge Proj.
192

Score 15 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Existing mast arms may be used ≈$40,000 on it. Median work in. Bridge eliminate strong several reduction Find Bridge, Slab # of piles Rap in lieu of hand comment ≈ 500,000 savings. Possible prefab. Rd Bridge/fence conflict N. Side.

Score 15 (0-15)

Rank 2 TOTAL 95

Ranking_____ Total Score (0-100) _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: Wilbur Smith

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Mast leveling Montgomery @ 434 S.O. at signals. Roadway lighting
Progress Energy Sight dist, drop offs, P.R. inform public. ADA/peds. Sun impact
Little Wekiva River. Tel control, Relocate Bus Pts, permits, utilities,
ADA 1/4" max tolerances w/ sidewalk replacement. Limited ROW Stormwater
Pub. Info. Demolition of veterans, access management. Bus. & RES. Utilities gas main TECO COVER
Progress Energy contacts. Coordination w/ utility in advance
Public meeting to inform updates regarding project

Score 42
(0-50)

Criteria: Team Experience, 20 pts

almost 10 yrs working together (strong team proposed) listed
FTBA awards

Score 20
(0-20)

Criteria: Similar project Experience, 15 pts

Cosmetic Rd (city of Orlando)
SR 434 Curry Ford Rd to 528 (FDOT Dist II) FTBA Award
SR 436 Pearl St Conversion to I-4 (FDOT Dist II) FTBA Award

Score 15
(0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

TCP phasing (3) phases reduces public impacts & # of detours
2' Bridge widening elimination, (4) precast piles, 4 caps 6 bents
≈$100,000 savings.

Score 15
(0-15)

Ranking 4 Total Score (0-100) 92

Ranking_____ Total Score (0-100) _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **Wilbur Smith**

QUALIFICATION COMMITTEE MEMBER: William M. Gleason

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

MOT => Utilize OOIEO
Rdway Lighting on South side
Environmental Impacts of Little Wekiva River
ADA Compliance => Detectable Warning Surface (Tripping Hazard)
Public Involvement =>
Utility Relocation => Gas Main Met w/ TECO
Rdway Lighting, Joel Chapman

Score 48 (0-50)

Criteria: Team Experience, 20 pts

Jon Gibson - Sr Project Eng
Rob Pollock 27 yrs experience
Vivian Yeam
Mark Porter

Score 19 (0-20)

Criteria: Similar project Experience, 15 pts

Conway Rd for City of Orlando => LAP Project Audited by Vince Vacino
SR 436 Curry Ford to SR 528
SR 436 Pearl Lake Commons

Score 13 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Eliminate 2' Widening Save $100,000

Score 14 (0-15)

Ranking ___ Total Score (0-100) 94

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **DMJM Harris**

QUALIFICATION COMMITTEE MEMBER: William M. Glennon

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

MOT => Conflict with Tunnel Proj.
Erosion Control =>
Fence Shown needs to be relocated
Homeowners Association

Score 47 (0-50)

Criteria: Team Experience, 20 pts

Harold Dubón
Shawn
Familiar with FDOT Experience

Score 17 (0-20)

Criteria: Similar project Experience, 15 pts

Very Extensive Experience

Score 13 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Constructability Review
Admin Assistant / OE similar duties
SC Continuing Control
Eliminate Crossing Stall

Score 13 (0-15)

Ranking

Score 90

Ranking_____ **Total Score (0-100)** _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **Mehta Engineering**

QUALIFICATION COMMITTEE MEMBER: William M. Gleason

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Created a schedule => Phase 2 & 4 are critical Very Good
Monitor Turbidity at Bridge
Eliminate Bent 2 of Bridge (Innovative)
MOT => extremely high volume YES!!
Public Information => Door hanger to notify public

Score 48
(0-50)

Criteria: Team Experience, 20 pts

Calvin Landers
Jagnesh Vyas

Score 18
(0-20)

Criteria: Similar project Experience, 15 pts

US 192 => 30 mil
US 441
OOCEA Crystal Drive

Score 13
(0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Drive piles plumb not batter (=> Designer would have to approve
Continue stamped pavers in green areas as opt change or Maintenance
Eliminate Bent 2
Phase MOT
6" C/R in lieu of Type B Stabilization

Score 14
(0-15)

Ranking _____ Score 93

Ranking_____ **Total Score (0-100)** _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **PB Americas**

QUALIFICATION COMMITTEE MEMBER: William M. Glennon

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

MOT no slack Time
Utilities => Facilitate
Environmental => Bridge Construction over Wekiva River
Drainage => Exfiltration System S/51

Score 48 (0-50)

Criteria: Team Experience, 20 pts

20 years experience average
Shane Swingle => Structure Team
Barry Johnson => Proj Administration
Marty Ryan => Proj Eng
Zach Lane => Multi Disciplin

Score 19 (0-20)

Criteria: Similar project Experience, 15 pts

436 / 4-39 Road Widening
Nova Rd
Good Experience

Score 14 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

S-151 Smart Bump
Fence Concrete / Wrought Iron
Road Vibration
Superpave Asphalt
Asphalt Overbuild
E/D

Score 14 (0-15)

Ranking ____ Total Score 95

Ranking_____ **Total Score (0-100)** _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: William M. Glennon

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Utility Relocated => Gas Main
Drainage => Phasing
MOT
Contaminated Material located in some areas
Environmental Issues
Public Involvement => Flyer

Score 47 (0-50)

Criteria: Team Experience, 20 pts

Airport Blvd => Ahead of schedule
Renee Closed out 5 other projects
Terry Tague
Billy Dodd

Score 18 (0-20)

Criteria: Similar project Experience, 15 pts

Airport Blvd
Crane Strand Regional Stormwater Facility

Score 13 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

MOT Phasing can save 2 month construction time
Reuse Existing Signals
Substructure 171K Bridge Plan. Eliminate the skew in Bridge => Save $500,000
Savings
Eliminate Sand cement Aggregate

Score 14 (0-15)

Ranking ____ Total Score 92

Ranking_____ **Total Score (0-100)** _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Good utility discussion, Very detailed MOT Phasing. Good drainage comments. Very Good pavement comments. Excellent bridge comments. Detailed Environmental discussion. Very detailed schedule.

Score 45 (0-50)

Criteria: Team Experience, 20 pts

Similar team as is now on Airport Blvd. Senior project engineer does not appear to have DS Experience

Score 18 (0-20)

Criteria: Similar project Experience, 15 pts

CEI on Airport Blvd - ahead of schedule
Has District 5 experience

Score 14 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Proposes a revised MOT Phasing plan for a 16 month schedule. Reuse existing mast arms @ Northlake Ways. Eliminate shim for the bridge widening + use rubble rip rap instead of sand cement. Eliminate south bridge widening + install pedestrian bridge or a barrier. Bridge savings would be in 140k

Score 14 (0-15)

Ranking 3

Total Score 91

Ranking_____ **Total Score (0-100)** _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **Wilbur Smith**

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Very good utility coordination / discussion. Very good environmental discussion. Very good discussion of ADA issues on existing sidewalks. Good discussion of limited ROW issues. Very good answer to public involvement question and other

Score 44 (0-50)

Criteria: Team Experience, 20 pts

Team did 436 near Airport and 436 in Alt. Springs (which involved bridge over Lake Webster). Team appears very qualified

Score 20 (0-20)

Criteria: Similar project Experience, 15 pts

How does other DS projects and are currently doing Conway Rd. Very good similar experience. Are currently working w/ Vino @ FDOT

Score 15 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Met w/ TECO gas + found a conflict. Contacted Progress Energy regarding lighting issues. Minimize NOT phasing. Eliminate 8' of widening on south side of bridge. Allow the 100' in savings

Score 13 (0-15)

Ranking 2 **Total Score (0-100)** 92

Ranking_____ **Total Score (0-100)** _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **PB Americas**

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Very good project overview. Very good MOT discussion. Good discussion of solutions. Very good environmental discussion. Very good drainage analysis. Very good discussion of gabion issues. No schedule analysis.

Score 44 (0-50)

Criteria: Team Experience, 20 pts

Individuals are very experienced and have a lot of FDOT DS experience.

Score 19 (0-20)

Criteria: Similar project Experience, 15 pts

Lots of FDOT experience in DS.

Score 14 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Innovative changes to gabions. Recommend vibratory monitoring. Specify non-vibratory compaction. Limit removal of existing median. MUTCD for final pave and operation on both end of project to reduce time.

Score 13 (0-15)

Ranking 4

Total Score 90

Ranking_____ **Total Score (0-100)** _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **Mehta Engineering**

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts Very good powerpoint Created schedule for project - very good critical schedule issues Great analysis of critical issues & Sidd Distance MOT - proposes alternate phasing, bridge pile issues, bridge visibility, utilities. Included very detailed constructability issues.

Score 46 (0-50)

Criteria: Team Experience, 20 pts

Personal Resident was a Resident Engineer for several years for District 5. Very experienced team. Using OCA for public involvement as well.

Score 19 (0-20)

Criteria: Similar project Experience, 15 pts

Similar FDOT project experience for Resident and for Project Engineer.

Score 14 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Eliminate bridge testing for environmental protection. Proposes 3 & 4 for hotline and English/Spanish brochure. Bi-weekly or weekly public information updates. Signal CEI cost savings proposed. Showed very detail construction cost savings ideas - include costs + days of savings

Score 14 (0-15)

Ranking 1 Total Score 93

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: **DMJM Harris**

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Very good constructability comments. Very good MOT and signal removal discussion. Good public involvement comments but did not discuss the Sponsor. Very good environmental comments. Good utility comments. They were unclear on Kensington access issues. Good answers to questions.
No schedule analysis

Score 45 (0-50)

Criteria: Team Experience, 20 pts

They have a lot of staff to provide to the project
Experienced team

Score 19 (0-20)

Criteria: Similar project Experience, 15 pts

Lots of FDOT experience in different districts

Score 14 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Review MOT plans @ Pre-con. Use inspectors from Cont. Service Contract to save funds. Save on Engineering office duties. Reduce gravity work. Website for public involvement.

Score 10 (0-15)

Ranking 5

Total Score 88

Ranking 1 Total Score (0-100) 93

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: Mehta Engineering

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Schedule analysis - phases II & IV critical
8 critical issues - Environmental (bridge issue) noise
- MOT (bridge, Pond 5, sight distances)
- good alternative MOT plan
- Bridge const. (piles issue)
- detailed analysis
- Stormwater ponds/drainage
- Overbuild/put
- Landscape/hardscape - stamped concrete
- Utilities
- public info. (sub cont.)
bilingual door hanger
database of contacts

Score 45 (0-50)

Criteria: Team Experience, 20 pts

Calvin Landers former FDOT Resident Eng. (Ranger Const)
Other team members w/ multiple years of exp.
Inspector FDOT certified for multiple activities (pile driving)

Score 18 (0-20)

Criteria: Similar project Experience, 15 pts

15 projects as prime.
>50 " for FDOT/DS

US192 - $30M reconst.
US441 - 6M "
Crystal Lake Dr. - Orlando

Score 15 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Extensive constructability review comments in supplemental submittal
Footings - time + $'s
Piles - " "
Alternate MOT - 60 days + $60K savings
Limerock sub-base
Early mastarm installations
Total = $300K, 80 days

Score 15 (0-15)

Ranking 2 Total Score (0-100) 87

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Environmental - permit issues, additional control/protection recommended
Utilities - Gas main, city water/reclaimed, power, phone, cable
Drainage - MOT phasing to help, saves 2 months, video
Roadway - overbuild quantity not shown, monitoring wells (no pay item to relocate)
Signalization - mast arm utility conflicts Public involvement - business signs, street lights?
Bridge - Eliminate skew for widening, sand cement riprap
- Eliminate south widening (2') / add ped bridge

Score 40 (0-50)

Criteria: Team Experience, 20 pts

SC Airport Blvd - same team, all over 11 yrs exp.
400 employees local

Score 17 (0-20)

Criteria: Similar project Experience, 15 pts

SC Airport Blvd - $23M, CR 427
FDOT - US 192, I-10, I-95

Score 15 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Use exist. mast arms @ MWR ($40K)
Bridge mods = $600K
16 month schedule

Score 15 (0-15)

Ranking 3 Total Score(0-100) 80

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: DMJM Harris

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

Bidability/Constructability - detailed plan review comments
MOT - potential conflict w/tunnel MOT, intersection signals
Public Involvement - F2F w/businesses, HOA's, VMS, newsletters
Utilities - conflict w/tunnel
Erosion Control - Bridge widening @ Little Wekiva
- Friends of Wekiva?

Score 40 (0-50)

Criteria: Team Experience, 20 pts

OBT project similar to SR 434
>100 inspectors
SC cent. services contract

Score 15 (0-20)

Criteria: Similar project Experience, 15 pts

FDOT, Turnpike
JAX project similar in DZ
Martin, St. Lucie counties
PB Gardens

Score 15 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Staffing - Admin. Ass't
Project sharing (CEI cont.)
Gravity wall - reduce or eliminate

Good discussion of The Springs, sinkhole, permit issues

Score 10 (0-15)

Note: Recently acquired Bayle Eng.

Ranking_____ Total Score (0-100) _____

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: Wilbur Smith

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

MOT - paving sequence (night), roadway lighting conflict
Environmental - Little Wekiva, erosion control, baskets
ADA compliance - exist. s/w deficiencies
Limited R/W - gravity walls close
Public Info - business & subdivisions
Utilities - Gas main, relocations

Score 38 (0-50)

Criteria: Team Experience, 20 pts

10 yr team exp, 5 proj./4 agencies

Score 15 (0-20)

Criteria: Similar project Experience, 15 pts

Conway Rd (Orlando) - $13M (LAP)
- similar to SR434
SR436 - D5, 528 to Curry Ford ($30M)
- won FTBA award
SR436 - Pearl Lake to I-4 ($17M)

Score 15 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

Eliminate 2' bridge widening => $100K
(2-3 months)

Score 10 (0-15)

Ranking 4 Total Score (0-100) 78

Ranking 5 Total Score (0-100) 66

Presentation Evaluation

SUBJECT: PS-3065-08/DRS – CEI Services for or SR 434 Widening and Resurfacing from Montgomery Road to I-4

SUBMITTAL COMPANY NAME: PB Americas

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 50 pts

MOT - 53K ADT, rush 0700-1900, business access
Utilities - JPA w/Altamonte Springs
Environmental - FOW, permit issues
Drainage - Ponds, gabions, exfiltration system
Const. - headwall in gabion baskets, compaction issue, Kensington wall

Score 35 (0-50)

Criteria: Team Experience, 20 pts

Avg 20 yrs FDOT exp.
Largest CEI firm in FL
Extensive urban/rural const. exp.

Score 14 (0-20)

Criteria: Similar project Experience, 15 pts

No specifics

Score 9 (0-15)

Criteria: Innovative/Cost Savings Ideas, 15 pts

EB bridge widening (2' less, saves 1 beam)
Pond const
No specific savings, timeor $.

Score 8 (0-15)

EVALUATION RANKINGS - Wednesday, April 23, 2008
PS-3065-08/DRS - CEI for SE 434 Widening and Resurfacing from Montgomery Rd to I-4

	B. Blackadar	S. Douglas	W. Glennon	G. Johnson	J. McCollum	TOTAL POINTS	RANKING
Dick Corporation	14	13	13	16	16	72	14
DMJM Harris	2	3	3	5	3	16	2
DRMP, Inc.	7	10	7	6	7	37	8
GBF Engineering, Inc.	11	12	12	13	15	63	12
HDR Construction Control, Inc.	8	8	8	2	9	35	6
JBS, Inc.	16	16	16	12	14	74	16
KCCS, Inc.	13	14	14	14	11	66	13
Keith & Schnars, Inc.	5	7	6	4	4	26	6
Mehta & Associates, Inc.	4	2	4	1	1	12	1
PB Americas, Inc.	3	4	1	7	5	20	4
PBS&J	1	5	5	3	2	16	2
Reynolds, Smith and Hills, Inc.	9	6	10	9	8	42	9
SAI Consulting Engineers, Inc.	15	15	15	15	13	73	15
TEG, Inc.	10	11	9	10	10	50	10
Volkert Construction Services, Inc.	12	9	11	11	12	55	11
Wilbur Smith Associates, Inc.	6	1	2	8	6	23	5

The Evaluation Committee agrees to short-list the following firms:

Brett Blackadar

Jerry McCollum

Steve Douglas

Gary Johnson

William Glennon

EXHIBIT "A"

CE&I SCOPE OF SERVICES
For
SR 434 – Montgomery Rd to I-4

GENERAL

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

PRE-CONSTRUCTION ACTIVITIES

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

SURVEY CONTROL

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

TESTING

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

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

CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT shall perform management engineering services necessary:

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

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

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

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

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

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

The CONSULTANT shall review the Construction Contractor's schedule in detail and submit a report to the COUNTY as well as meet with and discuss with the Construction Contractor during the schedule review and approval process, and any updates thereto. Any subsequent Construction Contractor requests for major activity or construction contract time extensions shall be reviewed by and commented on by

the CONSULTANT. Project Control Schedule runs to review the results of Construction Contractor requests and/or CONSULTANT recommended alternatives shall be performed by the CONSULTANT, as required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERSONNEL

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

STAFFING

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

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

PHOTOGRAPHS

The CONSULTANT shall take and submit two (2) prints of each progress photograph taken each month. Views and timing of photographs shall be to show maximum

progress. Photographs shall be clean, sharp and clearly show details. Photographs shall be submitted in sets with each photograph numbered in sequence beginning with the numeral one (1). Photographs shall be enclosed in a clear plastic protector punched to fit a standard 8 1/2-inch by 11-inch three-ring binder.

OTHER SERVICES

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

(1) The CONSULTANT shall, upon review, approval and written authorization by the COUNTY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.

(2) The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the Agreement.

(3) The CONSULTANT shall, upon written request by the COUNTY, provide qualified engineers and/or engineering witnesses, provide exhibits and otherwise assist the COUNTY in any litigation or hearings in connection with the construction contract(s).

(4) The CONSULTANT shall, upon written request by the COUNTY, provide overall program project control schedules for the purposes of assisting the COUNTY in overall planning and scheduling of construction projects.

(5) The CONSULTANT shall, upon written request by the COUNTY, provide project cost and cash flow analysis services to assist the COUNTY with overall program financial management of the COUNTY'S proposed road construction/improvement program.

(6) The COUNTY agrees to compensate the CONSULTANT for authorized additional services not included in this Agreement as a supplement to the basic fee for CE&I services. The amount of such fee and the specific scope of services will be negotiated prior to the CONSULTANT providing such additional services.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-2774-07/JVP - Construction Engineering and Inspection Services for Bunnell/Eden Park Road

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Jacqui Perry **EXT:** 7114

MOTION/RECOMMENDATION:
Approve ranking list and authorize staff to negotiate rates for PS-2774-07/JVP Continuous Construction Engineering and Inspection Services Agreement for Bunnell/ Eden Park Rd with Keith & Schnars, Inc. of Altamonte Springs, Florida (Estimated Usage Amount of $1,500,000.00 over the term of the Agreement).

County-wide Ray Hooper

BACKGROUND:
PS-2774-07/JVP will provide Construction Engineering and Inspection Services for Bunnell/Eden Park Road including but not limited to administration of the construction agreement to determine that the project is in reasonable conformity with the plans, specifications and contract provisions as described in the detailed Scope of Services.

The project was publicly advertised and the County received thirteen (13) submittals listed alphabetically:

• CPH Engineers, Inc
• Dick Corporation
• DMJM Harris

• Eisman & Russo, Inc.
• HDR Construction Control Corp.
• KCI Technologies Inc

• Keith & Schnars, Inc.
• Mehta & Associates, Inc
• PB Americas, Inc.

• PBS & J

• Reynolds, Smith and Hills Inc.

• SAI Consulting Engineers, Inc.

• Wilbur Smith Associates, Inc

The Evaluation Committee, which consisted of Steve Douglas, Principal Engineer, Public Works - Engineering; Gary Johnson, Public Works Director ; Patti Leviti, Project Manager, Environmental Services - PEI Division; Antoine Khoury, Principal Engineer, Public Works - Engineering; and Jerry McCollum, County Engineer, Public Works, evaluated the submittals and shortlisted three (3) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

• Identification of Critical Issues related to the Construction of this project
• Team Experience
• Recommendations on reducing traditional CEI costs on this project
• Approach to Public Involvement

The attached backup documentation includes the Bid Tabulation, the Presentation Summary & Scoring Sheets, the Evaluation Summary Sheet and the Project Scope. The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

- Keithand Schnars
- Mehta Engineering
- Post Buckley, Schuh and Jernigan (PBS&J)

STAFF RECOMMENDATION:

Staff recommends that the Board approve ranking list and authorize staff to negotiate rates for PS-2774-07/JVP Continuous Construction Engineering and Inspection Services Agreement for Bunnell/ Eden Park Rd with Keith & Schnars, Inc. of Altamonte Springs, Florida (Estimated Usage Amount of $1,500,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-2774-07_JVP - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

PS NUMBER: PS-2774-07/JVP

PS TITLE : Continuous Construction Engineering and Inspection Services Agreement for Bunnell/ Eden Park Rd

DATE: December 19, 2007 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
CPH Engineers, Inc 500 W Fulton St Sanford, FL 32771 David A. Gierach, P.E., Pres. (407) 322-6841 – Phone (407) 330-0639 – Fax	Dick Corporation 375 Douglas Ave., Ste 2002 Altamonte Springs, FL 32714 Daniel P. Sokal (407) 865-5677 – Phone (407) 862-5170 – Fax	DMJM Harris 20 N. Orange Ave., Ste 407 Orlando, FL 32801 Barry Fiandra (407) 246-7112 – Phone (407) 649-7188 – Fax	Eisman & Russo, Inc 3361 Rouse Rd., Ste 125 Orlando, FL 32817 Tony Mahfoud, P.E. (407) 382-7774 – Phone (407) 382-7723 - Fax	HDR Construction Control Corp. 315 E. Robinson St. Ste 400 Orlando, FL 32801 Larry Sellers (407) 420-4200 – Phone (407) 420-4242 – Fax
RESPONSE -6-	**RESPONSE -7-**	**RESPONSE -8-**	**RESPONSE -9-**	**RESPONSE -10-**
KCI Technologies Inc 10150 Highland Manor Drive Suite 120 Tampa, FL 33610 John A. Padavich, PE, PMP (813) 740-2300 (813) 740-0158	Keith & Schnars, Inc. 385 CenterPointe Circle#1303 Altamonte Springs, Fl 32701 John P. Cleland, P.E. (954) 776-1616 – Phone (954) 771-7690 – Fax	Mehta & Associates, Inc One Purlieu Pl., Ste. 100 Winter Park, FL 32792 Vipin C. Mehta, P.E. (407) 657-6662– Phone (407) 657-9579 – Fax	PB Americas, Inc. 100 E. Pine St. Ste. 500 Orlando, FL 32801 G. Dewey Martin III, P.E. (407) 587-7800 – Phone (407) 587-7960 – Fax	PBS & J 482 S. Keller Rd. Orlando, FL 32810-6101 Steven W. Martin (407) 647-7275 – Phone (407) 838-1601 – Fax
RESPONSE -11-	**RESPONSE -12-**	**RESPONSE -13-**		
Reynolds, Smith and Hills Inc. 1000 Legion Pl., Ste. 870 Orlando, FL 32801 Dale A. Barnes (407) 893-5870 – Phone (407) 648-9171 – Fax	SAI Consulting Engineers, Inc. 1350 Penn Ave., Ste. 300 Pittsburgh, PA 15222-4211 James J. Lombardi (412) 392-8750– Phone (412) 392-8784 – Fax	Wilbur Smith Associates, Inc. 3191 Maguire Blvd., Ste. 200 Orlando, FL 32803 Adrian B. Share, P.E. (407) 896-5851 – Phone (407) 896-9165 – Fax		

Tabulated by J. Perry– Posted December 20, 2007 (9:30 A.M. EST)
Short-listing Evaluation Committee Meeting: **February 19, 2008 at 2:00pm Lake Jesup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773 The Short Listed firms are as follows:** Keith & Schnars, Inc.; PBS & J; Mehta & Associates, Inc **Posted: 2/19/08 @ 3:50 pm**
Presentations: **April 17, 2008; Lake Jesup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773 – 1:30-4pm Posted : 2/26/08 @ 12:15 pm**
Recommendation for Ranking and Authorization for Negotiation: **1. Keith & Schnars, Inc; 2. Mehta & Associates, Inc; 3. PBS&J** *(Updated by J. Perry 4/18/2008 9:30 AM EST)*:
Recommendation to the Board for Ranking and Negotiation as listed above.: 06/10/2008) updated 5/02/2008

PRESENTATIONS/INTERVIEWS
PS-2774-07/JVP
Construction and Engineering Inspection (CEI) Services
For Bunnell/Eden Park

DATE **4/17/2008** **TIME** **01:30 PM Eastern**

	Jerry McCollum	P. Leviti	A. Khoury	Steve Douglas	G. Johnson	Total	Ranking
Mehta Engineering	1	1	3	3	2	10	**2**
PBS&J	2	2	2	2	3	11	**3**
Keith & Schnars, Inc	3	3	1	1	1	9	**1**

We approve the above stated ranking :

Jerry McCollum

P. Leviti

A. Khoury

Steve Douglas

G. Johnson

4/7/08

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Mehta Engineering**

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Drainage critical for project. Need to resolve quickly. Utility relocates up front. 6 critical issues of project. (Ped./Ero. Control Plan / Utility issues / Pos. Drainage – overbuild asphalt maybe / Driveway) 83

(1) ROW Ped.
(2) Why not build trunk line first

Very detailed and proactive. Very good (+3)

Score 33.2 (0-40)

Criteria: Team Experience, 20 pts

Very experienced team. Numerous major projects. Resident Engineer also has contractor exp. Very good 80

Score 16.0 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

Presented schedule as well as constructability review. Fit team to project. Have own survey 77

Good (+2)

Score 15.4 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

Quest Corp. to handle. Identified all impacted parties. Poor hangers (Eng./Sp). 76

Good (+1)

Score 15.2 (0-20)

Ranking 1 **Total Score (0-100)** 79.8

Presentation Evaluation

4/17/08

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **PBS&J** – Jerry McCollum

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Preconst. Activities (Utility coord. / Videotape project) Critical const. issues (Utility relocation, Conflict (Sewer Telephone lines) Rdway issues (MOT – lane restriction on 1 proj. but not the other.) Drainage (Pipe crossing) Noise issues, Exfiltration detect. Const. Email issues. 81

$400 K Const. Cost Savings Limerock/Asph./Base Very good (+.1) Very detailed

Score 32.4 (0-40)

Criteria: Team Experience, 20 pts

Very experienced team. Major project at County Rd. experience. 80

Very good

Score 16.0 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

Reduce vehicle costs contractor pay for overtime, partnering Stormwater Proj. Engineer 77

Good (++)

Score 15.4 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

Created directory for project. Numerous contacts shown. School issues 77

Good (++)

Score 15.4 (0-20)

Ranking 2

Total Score (0-100) 79.2

Presentation Evaluation

4/17/08

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Keith & Schnars**

QUALIFICATION COMMITTEE MEMBER: Jerry McCallum

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Country Creek (Utility issues) Lake Restoration bell project, landscaping, shade, Exf. issues, Maint. (mail damage, Gopher turtles, Dewatering / Lake MOT School, Property impacts, Yard drain problems, Very good

80

Score 32.0 (0-40)

Criteria: Team Experience, 20 pts

Very experienced team. Numerous large / small jobs, Very good

80

Score 16.0 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

Various ideas - limited overtime Minimize inspectors, Constructability, Const. use HDPE for sidewalk drains Good (+)

77

Score 15.4 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

Good general approach. Addressed sprinkler, impacts, / MOT

76

Good (+)

Score 15.2 (0-20)

Ranking 3 **Total Score (0-100)** 78.6

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Mehta Engineering**

QUALIFICATION COMMITTEE MEMBER: Path Lente

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

• looked at a Proposed Project Schedule (Tentative)
• looked at impact to School (Safety) Mange Safety fence
• Early relocation of WM • looked at Sequencing of Project.

Score 38 (0-40)

Criteria: Team Experience, 20 pts

reduction in Staffing (makes since / All certification up to date. In house surveying

Score 18 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

• Sequencing of construction

Score 15 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

• had door hangers Sample • Plan to communicate with residence • Great for Public involvement School Traffic / walkways etc excellent

Score 20 (0-20)

Ranking_____ **Total Score (0-100)** 91

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **PBS&J**

Patti Lewis

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Utilize Seminole County Bunnell UPA on Conflict with phone – 40 Pipe crossing - night Shut down?

Score 35 (0-40)

Criteria: Team Experience, 20 pts

Shifting Airport Blvd Staff to Bunnell/Eden

Score 15 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

- Cost Savings on Lime Rock & friction cost
- Change pay items to sq ft on both Projects eliminate TN.
- Absorb fuel Cost - County to Pay for OT

Score 20 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

not Broad enought - only discussed contact with Country Creek.
Resident & Business Directory -

Score 18 (0-20)

Ranking_____ **Total Score (0-100)** 88

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Keith & Schnars**

QUALIFICATION COMMITTEE MEMBER: Patti Seitz

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

• new fences up before old fences down (animals
• Video areas of in poor Condition, Not upto date on relocation of Trophies Trail. – Police for school crossings.

Score 35 (0-40)

Criteria: Team Experience, 20 pts

Large Project exp with SC. – no Keith & Schnars inspections, Nrodarse Inspectors

Score 15 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

no OT Charges –

Score 15 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

Address concerns quickly – good MOT

Score 12 (0-20)

Ranking_____ **Total Score (0-100)** 77

(4) CONST REVIEW

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Mehta Engineering**

QUALIFICATION COMMITTEE MEMBER: ANTOINE I. KHOURY

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

DRAINAGE ISSUE, PED. SAFETY, EROSION CONTROL. UTILITY COORDINATION, POSITIVE DRAINAGE DURING CONSTRUCTION. INSTALL PIPE, DRIVEWAY

Score 36 (0-40)

Criteria: Team Experience, 20 pts

Score 15 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

Score 14 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

(1) WOULD THE NOTE MAKE A DIFFERENCE. IS THE CONTRACTOR OR THE CEI RESPONSIBILITY.

Score 12 (0-20)

(2) IS THE PLAN OR THE THE CONTRACTOR

Ranking 3 **Total Score (0-100)** 77

(3) THE CONTRACTOR RESPONSIBLE FOR PIR.

1205

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **PBS&J**

ANTOINE KHOURY

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Remove Dept, Region. issue, House keeping, NOT enough park noise. night work, Ingress, Egress/Egress GOOD COST SAVINGS IDEAS. BASE RECLAMATION.

Score 31 (0-40)

Criteria: Team Experience, 20 pts

Good Team

Score 14 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

No Vehicle. Chinese. part time some staff

Score 18 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

VERY GOOD

BASE RECLAIMATION.

Score 18 (0-20)

Ranking 2

Total Score (0-100) 81

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Keith & Schnars**

QUALIFICATION COMMITTEE MEMBER: ANTOINE KHOURY

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

IRRIGATION SLEEVES, MAINTENANCE OF STRUCTURES, NEW FENCES; WATER TRUCK, RECLAIMED, GOPHER, DEWATERING, TURBIDITY BARRIER, OFF DUTY OFFICER, SPRINKLER LINES, BALIST

Score 38 (0-40)

Criteria: Team Experience, 20 pts

VERY GOOD COUNTY EXPERIENCE

Score 18 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

LIMITED STAFF

Score 16 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

VERY DETAILED

Score 16 (0-20)

Ranking 1

Total Score (0-100) 88

STEVEN DOUGLAS

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Mehta Engineering**

QUALIFICATION COMMITTEE MEMBER: _____

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Drainage Bunnell Rd critical.
(6) ISSUES: Ped Traffic safety, Erosion Control, Utility Coord., TOS. PRAIRIE, DRIVEWAY access. Cross drains (Time Clock).

Score 36 1/2
(0-40)

Criteria: Team Experience, 20 pts

Completed 15 proj. throughout FL similar scope.
worked on over 50 projects locally for FDOT DIST V.

Score 20
(0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

Strong constructability review practices on claims avoidance
Ch Home Survey / Education, Quest

Score 20
(0-20)

Criteria: Approach to Public Involvement,, 20 pts

Quest: Knowing the community (Neighborhood) Local Businesses, Churches, Locally office in area (public data base). Proj. Hot line, door hangers, PP site sign Records tracking.

Score 20
(0-20)

Ranking_____ **Total Score (0-100)** 96 1/2

Presentation Evaluation STEVEN DOUGLAS

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **PBS&J**

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Utility relocation coord. & installation City, County, Orange Co. 6" FM. Remove not equal full equating intersection move limits back ≈75 ft. Roadway issues: MOT (have restriction be consistent) Drainage, ≈40 pipe crossings Noise concerns w/ night work County Creek sub. entrance modification. PBS&J contacted them. signal (6 strike int.) Detour issues. Soln. Temp asphalt under (MOT) NPDES, SJRWMD Permitting asphalt yd^2 not tons, Base & rec. both pds. Dewy base recon.

Score 37 (0-40)

Criteria: Team Experience, 20 pts

SR Proj Eng 10 yrs Exp, Proj. Adm.: Terry Tyson
Currently working on Sampson Blvd improvements same team
Team working together past (2) yrs.
Addition staff increased

Score 20 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

- Veh. cost paid by PBS&J ≈ ($120,000) savings
- Good time to manage overtime cost in contract
- Part time Senior Project Eng.

Score 20 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

Major concerns. Access to business, res. & schools, Day care.
- Business & Res Directory - News Letter List of schools in area
Schools Peds (sidewalks crossing)
- DIRECTORY -

Score 20 (0-20)

Ranking_____ **Total Score (0-100)** 97

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Keith & Schnars**

QUALIFICATION COMMITTEE MEMBER: STEVEN DOUGLAS

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

County Creek pkwy (Tree clearing must same both roadways) Irrigation sleeves needed
Exfiltration trench. Tight security (Bunch walls attracting damage) Fire station, fences
Irrigation (plantings) irrigation. Utilities near pond areas. Eden Pk.
Dewatering dewatering (Plan notes) School crossings possible MOT S.O. Reqd.
Personal property Row. Drainage inlets back of sidewalk (C-inlet Sow)
County Creek Pkwy Entrance (AC) line Real Lk canaery. (RR ties) **Score** 38
Sunshine Tom. Vol. of traffic. **(0-40)**

Criteria: Team Experience, 20 pts

FRANK ROBB – PETE PETVIK
30+ yrs exp. utility, PLS, Eng. Similar w/ utility owners.
Experience w/ numerous proj. General Dem. Co.
RICHARDS HENNESSY

Score 20 **(0-20)**

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

Current ≈ 33% lower than the average 9 to 10 % typ.
Does time cost kept at minimum. Well multi-year proj.
PR Claims reduction old problems before construction
Auction course g-n-z not per Tom.

Score 20 **(0-20)**

Criteria: Approach to Public Involvement,, 20 pts

Great PR analysis. Responses to citizens ASAP.
Good phone #'s. Respond to calls. One on one mt w/ Res.
Timely info web site Roadrunner mail. MOT program will reduce
complaints. School Children school Bruce.

Score 20 **(0-20)**

Ranking_____ **Total Score (0-100)** 98

Gary Johnson

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Mehta Engineering**

QUALIFICATION COMMITTEE MEMBER: _____

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Bunnell Rd drainage critical - 2 phases — Excellent summation of issues.
3-4 months of utility relocations
Six critical issues identified - #1: Ped traffic safety
- #2: Erosion control
- #3: Utility coord.
- #4: Positive drainage
- #5: Driveway access
- #6: Cross drain const.

Score 38 (0-40)

Criteria: Team Experience, 20 pts

Adequate - many years of experience
- FDOT/contractors perspective

Score 15 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

Combined positions - full time v. part time
Inspection "on demand" — Good suggestions.
In-house survey

Score 15 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

"Tailored to fit"
Neighborhood coordination
Chamber of Commerce
Coordination w/ Altamonte Springs

Score 15 (0-20)

Ranking 2 **Total Score (0-100)** 83

Gary Johnson

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **PBS&J**

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Pre-construction activities well defined QA/QC
County/City utility relocates critical - O.C. involved
MOT/drainage issues - conflicts w/ telephone, ACP
Country Creek
Signalized intersection
Schools
Cost savings: Limerock, asphalt, base reclamation (Park)
Change tonnage items to SY

Score 37 (0-40)

Criteria: Team Experience, 20 pts

Harry Raysin/Mike Brown (SC Put. Mgt.)
Use Airport Blvd staff
Good experience base + supplemental

Score 17 (0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

Vehicles - absorbed by PBSJ ($120K) Some savings.
Early contractor coord. - SC contract language
Part time Senior Proj. Engineer

Score 15 (0-20)

Criteria: Approach to Public Involvement,, 20 pts

Schools Standard process.
HOA's
Businesses/residents

Score 10 (0-20)

Ranking 3 **Total Score (0-100)** 99

Gary Johnson

Presentation Evaluation

SUBJECT: **PS-2774-07/JVP – CEI Services for Bunnell/Eden Park**

SUBMITTAL COMPANY NAME: **Keith & Schnars**

QUALIFICATION COMMITTEE MEMBER: _____

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

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

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

Criteria: Identification of Critical Issues related to the Construction of this Project, 40 pts

Comprehensive ID of issues along entire corridor.
Country Creek Subdivision – 800 homes/2000 cars — Reclaimed line – private landscaping/irrigation
– irrigation sleeves — Gopher turtles
Ex filtration trench – insp./maint issue — School Xing/NOT
wall condition — C-inlet alternative — Personal property in R/W
Livestock fences — weir elevation issue

Score 40
(0-40)

Criteria: Team Experience, 20 pts

Significant experience: four individuals >30yrs exp.
Multiple SC/FDOT large project experiences
Outstanding experience & past SC ~~con~~ performance

Score 20
(0-20)

Criteria: Recommendations on reducing traditional CEI costs on this project, 20 pts

9½% vs 6¼% – Comparison to others
Minimum OT
Inspectors on demand — HDPE pipe – $100K

Score 18
(0-20)

Criteria: Approach to Public Involvement,, 20 pts

Prompt responses, after hours, Accurate/timely info
- human voice on phone
Maintain access to residents & business
Proven past performance.

Score 18
(0-20)

Ranking 1 **Total Score (0-100)** 96

EVALUATION RANKINGS
PS-2774-07/JVP - CEI SERVICES FOR BUNNEL ROAD/EDEN PARK

	S. Douglas	G. Johnson	A. Khoury	P. Leviti	J. McCollum	TOTAL POINTS	RANKING
CPH ENGINEERS, INC	13	8	11	4	13	49	**9**
DICK CORPORATION	11	12	10	10	8	51	**11**
DMJM HARRIS	5	7	9	9	4	34	**7**
EISMAN & RUSSO, INC	8	5	5	12	7	37	**8**
HDR CONSTRUCTION CONTROL CORP.	4	2	6	1	10	23	**4**
KCI TECHNOLOGIES, INC	10	13	12	13	9	57	**12**
KEITH & SCHNARS, INC	1	1	1	2	5	10	**1**
MEHTA & ASSOCIATES	2	6	2	6	2	18	**3**
PB AMERICAS, INC	7	9	3	5	6	30	**6**
PBS&J	3	3	4	3	1	14	**2**
REYNOLDS SMITH AND HILLS, INC	12	10	8	8	12	50	**10**
SAI CONSULTING ENGINEERS, INC	9	11	13	11	11	55	**13**
WILBUR SMITH ASSOCIATES, INC	6	4	7	7	3	27	**5**

The Evaluation Committee agrees to short-list the following firms: ***KEITH & SCHNARS, INC; PBS&J INC; MEHTA & ASSOCIATES.***

S. Douglas

G. Johnson

A. Khoury

P. Leviti

J. McCollum

EXHIBIT "A"

CE&I SCOPE OF SERVICES
For
Bunnell Road/Eden Park

GENERAL

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

PRE-CONSTRUCTION ACTIVITIES

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

SURVEY CONTROL

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

TESTING

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

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

CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT shall perform management engineering services necessary:

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

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

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

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

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

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

The CONSULTANT shall review the Construction Contractor's schedule in detail and submit a report to the COUNTY as well as meet with and discuss with the Construction Contractor during the schedule review and approval process, and any updates thereto. Any subsequent Construction Contractor requests for major activity or construction contract time extensions shall be reviewed by and commented on by

the CONSULTANT. Project Control Schedule runs to review the results of Construction Contractor requests and/or CONSULTANT recommended alternatives shall be performed by the CONSULTANT, as required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERSONNEL

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

STAFFING

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

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

PHOTOGRAPHS

The CONSULTANT shall take and submit two (2) prints of each progress photograph taken each month. Views and timing of photographs shall be to show maximum

progress. Photographs shall be clean, sharp and clearly show details. Photographs shall be submitted in sets with each photograph numbered in sequence beginning with the numeral one (1). Photographs shall be enclosed in a clear plastic protector punched to fit a standard 8 1/2-inch by 11-inch three-ring binder.

OTHER SERVICES

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

(1) The CONSULTANT shall, upon review, approval and written authorization by the COUNTY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.

(2) The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the Agreement.

(3) The CONSULTANT shall, upon written request by the COUNTY, provide qualified engineers and/or engineering witnesses, provide exhibits and otherwise assist the COUNTY in any litigation or hearings in connection with the construction contract(s).

(4) The CONSULTANT shall, upon written request by the COUNTY, provide overall program project control schedules for the purposes of assisting the COUNTY in overall planning and scheduling of construction projects.

(5) The CONSULTANT shall, upon written request by the COUNTY, provide project cost and cash flow analysis services to assist the COUNTY with overall program financial management of the COUNTY'S proposed road construction/improvement program.

(6) The COUNTY agrees to compensate the CONSULTANT for authorized additional services not included in this Agreement as a supplement to the basic fee for CE&I services. The amount of such fee and the specific scope of services will be negotiated prior to the CONSULTANT providing such additional services.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Award RFP-600367-08/GGM – Temporary Personnel Services for ITS Department to Cyberbest Technology, Inc., Orlando; Robert Half International, Orlando; and TEK Systems, Orlando.

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
6. E-mail from June 9th, 2008.

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.

Response 1	Response 2	Response 3	Response 4	Response 5
Adil Business Systems Inc. 167 Madison Ave, Ste 305 New York, NY 10016 (800)250-9155 (Phone) (800)821-0887 (Fax) Contact: Mehul Unadkat	Candotech Consulting, Inc 1034 High Meadow Drive Tallahassee, FL 32311 (850)219-8887 (Phone) (850)219-8890 (Fax) Contact: Raja Shekhar	Ciber, Inc 201 E. Pine Street, Suite 300 Orlando, FL 32801 (407)563-6550 (Phone) (407)563-6526 (Fax) Contact: Rich Schulz	Cyberbest Technology, Inc 604 Coutland Street Orlando, FL 32804 (407)664-3520 ext: 22 (Phone) (407)644-3525 (Fax) Contact: Prasad Valay	Express Personnel 300 St. Laurent Street Ste 120 Longwood, FL 32750 (407)331-1506 (Phone) (407)331-1536 (Fax) Contact: Robert Grey

Response 6	Response 7	Response 8	Response 9	Response 10
Kelly Services, Inc. 258 Southhall Lane, Ste 130 Maitland, FL 32751 (407)475-7180 (Phone) (407)475-7192 (Fax) Contact: Eric Benitez	Materials Software System Inc 11513 Allecingie Pkwy Richmond, VA 23235 (804)272-0081 (Phone) (804)272-8082 (Fax) Contact: Lalitha Mandalika	Military Employment Servicess Group, LLC 5809 S. Dale Mabry Hwy Tampa, FL 33611 (813)927-0309 (Phone) (813)839-2551 (Fax) Contact: Chris Hadsall	Moten Tate, Inc. 390 N. Orange Ave, Ste 1890 Orlando, FL 32801 (407)843-3277 (Phone) (407)843-3814 (Fax) Contact: Kenneth Moten	PMH Resources, Inc. 250 International Pkwy Ste, 143 Lake Mary, FL 32746 (407)710-800 (Phone) (407)710-8001 (Fax) Contact: Grant A. Derner

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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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	Response17			
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			

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:

	LIMITS
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.

ORDER TYPE:
ORDER DATE:
REQ. NUMBER:
ANALYST:
VENDOR NUMBER:

SHIP TO:

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

VENDOR:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

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

DELIVERY:

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV:

TOTAL AMOUNT

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

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

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:

	LIMITS
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:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
4/15/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600367-RHI.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

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 dba Robert Half Technology
(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.

ORDER TYPE
ORDER DATE
REQ. NUMBER
ANALYST
VENDOR NUMBER

SHIP

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

VENDOR

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

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

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV

TOTAL AMOUNT

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

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

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 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:

	LIMITS
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:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
4/15/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600367-TEK.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

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.

TEK systems.

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

ORDER NUMBER:

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

ORDER TYPE
ORDER DATE
REQ. NUMBER
ANALYST
VENDOR NUMBER

SHIP

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

VENDOR

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

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

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV

TOTAL AMOUNT

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

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

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	LINDA MOORE	JACQUI GREAVES	MELVIN BARNES	CHRIS PEDERSEN
ADIL BUSINESS SYSTEMS	**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:** 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:** Met Qualifications **Qualifications/Resumes:** Met qualifications, concern about the ability to provide local candidates **Fee Proposal:** Reasonable **Ranking:** 1	**Past Performace:** 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
CANDOTECH CONSULTING, IN	**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:** 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:** Met Qualifications **Qualifications/Resumes:**Met qualifications **Fee Proposal:** Did not respond to salary request when asked. **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
CIBER, INC.	**Past Performance:** Unknown company. **Qualifications/Resumes:** Resumes look fine. **Fee Proposal:** Expensive. **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:** Met Qualifications **Qualifications/Resumes:** Met Qualifications **Fee Proposal:** Pricing outside of our feasible ranges **Ranking:** 1	**Past Performance:** Seemed to meet basic requirements. **Qualifications/Resumes:** Resumes appear acceptable. **Fee Proposal:** Pricing is not competitve with other proposals **Ranking:** 1
CYBERBEST TECHNOLOGY, IN	**Past Performance:** Well known company. **Qualifications/Resumes:** Resumes look fine. **Fee Proposal:** Reasonable. **Ranking:** 1.5	**Past Performance:** Not familiar with this company. **Qualifications/Resumes:** Resumes are acceptable **Fee Proposal:** Reasonable **Ranking: 3**	**Past Performance:** Met Qualifications **Qualifications/Resumes:** Resumes are acceptable, however not in correct section **Fee Proposal:** Fees are reasonable **Ranking:** 2	**Past Performace:** 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:** 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:** 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 Performace:** 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
KELLY SERVICES	**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:** 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:** 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:** Seemed to meet basic requirements. **Qualifications/Resumes:** No position resumes were provided as requested in the RFP. **Fee Proposal:** Reasonable **Ranking:** 1
MATERIALS SOFTWARE	**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:** 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:** 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:** 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
MILITARY EMPLOYMENT	**Past Performance:** Unknown company. **Qualifications/Resumes:** Have concerns about not having a local office and attracting local candidates.	**Past Performance:** Not familiar with this company. **Qualifications/Resumes:** There are concerns about the location being outside of the Orlando area.	**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:** Seemed to meet basic requirements. **Qualifications/Resumes:** There are concerns about the location being outside of the Orlando area.

RFP for Contractors

Fee Proposal: Reasonable but the pay for some positions is low.

Ranking: 1

Fee Proposal: Fees are competitives, 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 competitives, 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:** Unknown company **Qualifications/Resumes:** concerned about the quality of the staff and stability due to salaries **Fee Proposal:** Reasonable **Ranking:** 1	**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:** Seemed to meet basic requirements. **Qualifications/Resumes:** Resumes seem acceptable **Fee Proposal:** Reasonable **Ranking:** 1
PMH RESOURCES, INC.	**Past Performance:** Known company. **Qualifications/Resumes:** Resumes look fine. **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 are acceptable **Fee Proposal:** Pricing structure was a concern **Ranking:** 1	**Past Performance:** Met qualifications **Qualifications/Resumes:** Did not explain scope of services. All else seemed acceptable **Fee Proposal:** requested price breakdown is not matching what was originally submitted **Ranking:** 1	**Past Performance:** Seemed to meet basic requirements. **Qualifications/Resumes:** Resumes met what we're looking for. **Fee Proposal:** Reasonable **Ranking:** 1
RADGOV	**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:** 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:**Met Qualifications **Qualifications/Resumes:** No explanation of scopes of services; also not local **Fee Proposal:** Reasonable **Ranking:** 1	**Past Performace:** 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
ROBERT HALF INTERNATIONAL, INC.	**Past Performance:** Well known company. **Qualifications/Resumes:** Resumes look fine.	**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 are acceptable	**Past Performance:** Met Qualifications **Qualifications/Resumes:** Did not loike organization of materials; did not explain scope of services	**Past Performace:** 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 met what we're looking for.

RFP for Contractors

Fee Proposal: Reasonable.	**Fee Proposal:** Reasonable	**Fee Proposal:** Price is low; worried about firm's ability to recruit quality personnel @ the listed rates	**Fee Proposal:** Pricing is competitive. Project Manager fees seem kind of low.
Ranking: 3	**Ranking: 2**	**Ranking:** 2	**Ranking:** 1

RFP for Contractors

SUNPLUS DATA GROUP, INC.	**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 **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:** Did not clearly identify firm's individual resume **Qualifications/Resumes:** Resume's out of suync with application **Fee Proposal:** Reasonable **Ranking:** 1	**Past Performance:** Seemed to meet basic requirements. **Qualifications/Resumes:** Resumes were acceptable. **Fee Proposal:** Reasonable **Ranking:** 1
TEK SYSTEMS	**Past Performance:** Well known company. **Qualifications/Resumes:** Resumes look fine. **Fee Proposal:** Reasonable. **Ranking: 3**	**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 **Qualifications/Resumes:** Resumes are acceptable **Fee Proposal:** Reasonable **Ranking: 3**	**Past Performance:** Documents out of order; currently have staff from this org and we are satisfied **Qualifications/Resumes:** No explanation of scopes of services; also not local **Fee Proposal:** Reasonable **Ranking:** 2	**Past Performace:** Have worked with in the past and they have done a good job. Have a good presence in the area and a good reputation. **Qualifications/Resumes:** Resumes were acceptable. **Fee Proposal:** Reasonable **Ranking: 2**
TRC STAFFING SERVICES	**Past Performance:** Litigation issues in the past. **Qualifications/Resumes:** Resumes were not provided. **Fee Proposal:** Reasonable. **Ranking:** 1	**Past Performance:** Litigation issues in the past. **Qualifications/Resumes:** No sample resumes for positions as required by the RFP. **Fee Proposal:** Reasonable **Ranking:** 1	**Past Performance:** Litigation issues in the past. **Qualifications/Resumes:** No resumes submitted. Also did not explain scope of services **Fee Proposal:** Reasonable **Ranking:** 1	**Past Performace:** Litigation issues in the past. **Qualifications/Resumes:** No sample resumes for positions as required by the RFP. **Fee Proposal:** Reasonable **Ranking:** 1
VITAVER & ASSOCIATES	**Past Performance:** Unknown company. **Qualifications/Resumes:** Have concerns about not having a local office and attracting local candidates. **Fee Proposal:** Expensive. **Ranking:** 1	**Past Performance:** Not familiar with this company. **Qualifications/Resumes:** Resumes were acceptable. **Fee Proposal:** Pricing is not competitive with other proposals. **Ranking:** 1	**Past Performance:**Met Qualifications **Qualifications/Resumes:** Concerned about lack local resumes; those submitted were acceptable however **Fee Proposal:** Market rate is out of our range **Ranking:** 1	**Past Performance:** Seemed to meet basic requirements. **Qualifications/Resumes:** Resumes were acceptable. **Fee Proposal:** Pricing is not competitive with other proposals. **Ranking:** 1
VOLT TECHNICAL RESOURCES	**Past Performance:** Litigation information missing.	**Past Performance:** missing information	**Past Performance:** Would not provide litigation history when requested	**Past Performace:** Litigation list not provided as required by the RFP.

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 **Fee Proposal:** Reasonable	**Qualifications/Resumes:** Has won several awards. Resumes seem acceptable. **Fee Proposal:** Reasonable

From: Beach, Robert
Sent: Monday, June 09, 2008 10:59 AM
To: Coto, Cindy
Cc: Forte, Joseph; O'Bryan, Sabrina; Polk, Lin; Spriggs, Lisa; Irby, Paula; Fussell, Stephen; Moore, Linda; Taylor, John
Subject: IT Project budgeting concerns

Cindy,

After discussing the matter at length with County Fiscal Services (thank you very much Lin!), we are proposing the following acctions to address Commissioner Dallari's concerns.

First, the IT Department will identify large technology initiatives in the current budget year and bring them to the BCC for assignment of a CIP project number. This will allow the Commission to allocate the funding from IT's budget expressly for the project indicated and allow the cost of the project to be cost-allocated back to the requesting department.

Second, we will identify the large projects that will be initiated in FY0809 and have CIP project numbers assigned to them with specific budget amounts. This will give the Commission the opportunity to review planned projects (prior to budget adoption) and allow the cost of the projects to be cost-allocated back to the requested departments.

It should be noted that IT will not be the "champion" for projects that are requested by County Departments and that although the funding will be in IT"s budget, the requesting department will be required to justify the need to the BCC and County Management. IT will simply facilitate the management of the project.

If anyone has any questions, concerns or comments, please feel free to contact me.

Kind regards,

Robert Beach, CCIO
Director
Information Technology Services
Seminole County Government

County Services Building
1101 East First Street
Sanford, Florida 32771

Phone: (407) 665-1111
Fax: (407) 665-1113
E-Mail: RBeach@seminolecountyfl.gov
Website: www.seminolecountyfl.gov

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-0984-06/TLR – Regional Stormwater Facilities (RSF) Treatment Efficiency Monitoring and Assessment Master Agreement

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Bob Hunter **EXT:** 7119

MOTION/RECOMMENDATION:
Approve an increase to the Board approved Estimated Annual Usage for PS-0984-06/TLR - Regional Stormwater Facilities (RSF) Treatment Efficiency Monitoring and Assessment Master Agreement by an additional $125,000.00 per year.

County-wide Ray Hooper

BACKGROUND:

PS-0984-06/TLR provides for the analysis of pollutant removal efficiencies for the County's Regional Stormwater Facilities, which is a requirement of the FDEP Florida Forever 319 and other state funding and grants. On July 25, 2006, the Board awarded this work order based Master Agreement to Environmental Research & Design, Inc. of Orlando, Florida.

Since the award of this Agreement, an unanticipated grant was received in September 2007 from FDEP (Grant #S0341) to conduct efficiency monitoring for three (3) regional stormwater facilities (RSF): Navy Canal, Elder Creek and Cameron Ditch. The efficiency monitoring for these projects requires simultaneous implementation versus the approach that had been originally planned, which had been to stagger projects over a period of years as funding became available. The Roads-Stormwater Division of Public Works has requested an increase to the Estimated Annual Usage due to the need for implementation of all of these projects in 2008, in addition to the originally scheduled program of work. The backup documentation includes a copy of the FDEP Grant # S0341 for information.

The following is the summary of the Estimated Annual Usage for the Agreement:

Original Board Approved Estimated Amount	$350,000.00
Requested Increase per year	$125,000.00
Revised Board Estimated Annual Amount	$475,000.00

Work will be ordered through Work Orders as required, and funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends that the Board approve an increase to the Board approved Estimated Annual Usage for PS-0984-06/TLR - Regional Stormwater Facilities (RSF) Treatment Efficiency Monitoring and Assessment Master Agreement by an additional $125,000.00 per year.

ATTACHMENTS:

1. PS-0984-06_TLR - Backup Documentation

Additionally Reviewed By:

☑ County Attorney Review (Matthew Minter)

DEP AGREEMENT NO. S0341

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1822 OF THE 2006-2007 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Public Works-Stormwater Division, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773 (hereinafter referred to as "Grantee" or "Recipient"), local government, to provide financial assistance for the Monitoring the Effectiveness of Stormwater Retrofit BMPs.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon execution by both parties, and end no later than sixty (60) months, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $255,701.44 as identified in Attachment A, Grant Work Plan. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

   B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B, Payment Request Summary Form**. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.

   C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

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

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit **Attachment B, Payment Request Summary Form**, in conjunction with quarterly progress reports. The Grantee shall utilize **Attachment C, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment D, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

    B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment D, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations

Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. The Department's Grant Manager for this Agreement is identified below.

Eric Livingston	
Florida Department of Environmental Protection	
Bureau of Watershed Management	
2600 Blair Stone Road, MS#3510	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-8430
SunCom No.:	205-8430
Fax No.:	(850) 245-8434
SunCom Fax No.:	205-8430
E-mail Address:	Eric.livingston@dep.state.fl.us

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15. The Grantee's Grant Manager for this Agreement is identified below.

Ms. Kim Ornberg	
Seminole County	
Public Works – Stormwater Division	
520 W. Lake Mary Boulevard, Suite 200	
Sanford, Florida 32773	
Telephone No.:	(407) 665-5738
Fax No.:	(407) 665-5742
E-mail Address:	Kornberg@seminolecountyfl.gov

16. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

18. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

19. The purchase of non-expendable personal property or equipment costing $1,000 or more is not authorized under the terms of this Agreement.

20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

21. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment E, Quality Assurance Requirements.**

22. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

    B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a

contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.

23. Land acquisition is not authorized under the terms of this Agreement.

24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By: Carlton Henley

Title: Carlton Henley, Chairman
Board of County Commissioners

Date: Sept. 11, 2007

Attest: Maryann Morse

Maryann Morse, Clerk to the Board of
County Commissioners of Seminole County

For the use and reliance of Seminole County only,
Approved as to form and legal sufficiency.

Matthew G. Minter

County Attorney

9/5/07

Date

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Jerry Brooks

Secretary or designee

Date: 7/30/07

For: Eric Livingston

Borja Cruz-Ramos

Eric Livingston, DEP Grant Manager

Debbie Skelton

DEP Contracts Administrator

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000856

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (10 Pages)
Attachment	B	Payment Request Summary Form (2 Pages)
Attachment	C	Progress Report Form (2 Pages)
Attachment	D	Special Audit Requirements (5 Pages)
Attachment	E	Quality Assurance Requirements (8 Pages)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Tourism Office Lease: Stirling Center

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Lorraine Hajeski **EXT:** 5250

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Tourism Office Lease at the Stirling Center with Stirling 1, LLC. Approve and authorize staff to sign and send a notification to terminate the the current Tourism lease with the Columbine Management Group, Inc.

County-wide Meloney Lung

BACKGROUND:

The current Tourism Office Lease with the Columbine Management Group, Inc. was approved September 12, 2006, for 2,490 square feet of office space at the American Heritage Center, 1230 Douglas Avenue in Longwood, Florida. The Seminole County Tourism Development office has been located at this site since 1999. The County has the right to terminate this lease with 90 day written notice. Staff is requesting signature authority for the letter of termination. Termination would be effective September 10, 2008.

To enhance the access to the services provided by this office and to reduce expenditures for leased space, staff has located office space in the Stirling Center, 719 Rodel Cove, Lake Mary, Florida, on Rinehart Road between Lake Mary Blvd. and CR 46 A.

With the move to this new location, the overall savings in FY 08/09 will be $8,510. The combined cost for the current American Heritage lease, cam, and estimated utility usage for FY 08/09 would be $55,310 ($22.21/sf.). The same items for the Stirling Center lease will be $46,800 ($24.00/sf), including utilities and with no cam fees. This location has 1,950 square feet.

The original term for the Stirling lease is three (3) years, with three (3) successive one (1)-year renewal periods at the option of the County. Lease allows for 3.5% annual increases on the anniversary. The effective date of the lease will be August 15, 2008.

Tourism has funds budgeted for the lease and the 25 day overlap.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the Tourism Office Lease at the Stirling Center with Stirling 1, LLC. Staff recommends that the Board approve and authorize staff to sign and send a notification to terminate the current Tourism lease with the Columbine Management Group, Inc.

ATTACHMENTS:

1. Notify Letter
2. Current Tourism Lease
3. Current Tourism Columbine lease Amendment1
4. Tourism Lease-Stirling Center

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

June 10, 2008

Columbine Management Group, Inc.
Attn: Sal Nunziata
Columbine Management Group, Inc
1230 Douglas Avenue
Longwood, Florida 32779

Dear Mr. Nunziata:

Our current Tourism Office Space Lease dated September 12, 2006, stipulates in Section 14 that the Lessee may terminate the lease at its convenience with 90 day written notice. This letter fulfills those terms. Seminole County gives notice to Columbine Management Group, Inc. that our lease for space at 1230 Douglas Avenue, Longwood, Florida 32779 will end on September 10, 2008.

Sincerely,

Frank Raymond
Director, Administrative Services Department

TOURISM OFFICE LEASE

THIS LEASE is made and entered into this 12 day of Sept., 2006, by and between **COLUMBINE MANAGEMENT GROUP, INC.**, whose address is 1230 Douglas Avenue, Longwood, Florida 32779, hereinafter referred to as the "LESSOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "LESSEE".

W I T N E S S E T H:

WHEREAS, the LESSOR is the owner of a certain building known as the American Heritage Center, located at 1230 Douglas Avenue, Longwood, Florida 32779; and

WHEREAS, the LESSOR is desirous of leasing space at 1230 Douglas Avenue, Longwood, Florida 32779, for use as offices for the Tourism Office for Seminole County,

NOW, THEREFORE, for and in consideration of the Premises and the mutual covenants and agreements hereinafter contained, the LESSOR and LESSEE agree as follows:

1. LEASED PREMISES. The LESSOR does hereby grant to the LESSEE and the LESSEE does hereby accept from the LESSOR the exclusive use and occupancy of TWO THOUSAND THREE HUNDRED SEVENTY (2,370) square feet located at Unit 116, American Heritage Center, 1230 Douglas Avenue, Longwood, Florida 32779. The Leased Premises shall consist of that space more particularly described in Exhibit "A" attached herein. This space shall be increased to 2,490 square feet at such time as the Metro Orlando Economic Development vacates their currently leased

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

space (120 square feet), which square footage shall be assumed by the LESSEE and made a part of this Lease.

2. **TERM.** The term of this Lease shall commence on October 1, 2006 and shall run for a term of three (3) years, unless sooner terminated as hereinafter provided. This Lease, at the sole option of the LESSEE, may be renewed upon the same terms and conditions for two (2) successive periods of two (2) years each.

3. **RENTAL.**

(a) The LESSEE shall pay rent to the LESSOR for said Premises described in Section 1 hereof at an initial annual rate of SIXTEEN AND 60/100 DOLLARS ($16.60) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for that calendar month in equal monthly installments.

(b) The rent may be adjusted annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%).

4. **RENOVATIONS.** The LESSOR agrees to repaint and recarpet the entire space and put down tile floor in the lobby, restrooms and in the hallway from the lobby to the restrooms, at its expense. All work shall be subject to approval by LESSEE.

5. **USE.** LESSEE shall occupy the Premises upon the commencement of the term. LESSEE shall at all times conduct its business in a reputable manner and in accordance with law and will not conduct its business within the Premises contrary to any law, statute,

regulation or ordinance. LESSEE shall use the Premises solely for the purpose of general business offices.

LESSOR has not made any representation or warranty as to the suitability of the Premises for the conduct of LESSEE's business. LESSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

LESSEE agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable State or local laws, or regulations. LESSEE agrees to fully indemnify and hold harmless LESSOR against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

All common areas and common facilities in or about the Premises and the building shall be subject to the exclusive control and management of the LESSOR. LESSOR shall have the right to construct, maintain and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close the parking areas to effect such changes; the LESSOR shall permit the LESSEE and its invitees,

without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. LESSEE agrees to abide by any parking space assignments designated by LESSOR, and to take such reasonable steps as may be necessary to insure that his invitees abide by such parking space assignments.

6. MAINTENANCE. LESSOR, at its sole expense, shall maintain and make all repairs to the interior of the Premises and all improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to defective parts, lighting, doors, electrical wiring, plumbing and the HVAC system. LESSOR shall also be responsible for maintaining the roof and exterior of the Premises, including, but not limited to walls, windows, roof and foundation, except those repairs caused by LESSEE's negligence or misuse of the Premises. The LESSOR shall be responsible for management and maintenance of the common areas of the Premises.

The LESSEE shall be solely responsible for monthly filter changes to the HVAC system, light bulb changes and any repair necessary due to the LESSEE's negligence.

7. UTILITIES AND JANITORIAL SERVICES.

(a) LESSEE shall promptly pay the cost of all electrical, telephone provided to the Premises. LESSOR shall have no liability for any loss or damage occasioned by the interruption or failure in the supply of these services to the Premises for any reason whatsoever. No interruption, termination or cessation of these services shall relieve LESSEE of any of its duties and obligations

under this Lease, including, without limitation, its obligation to pay all rents when due. The LESSOR shall promptly pay the cost of all water, sewer, pest control and trash removal services provided to the Premises.

(b) LESSOR agrees to supply and to pay for janitorial services. Janitorial services shall minimally include:

(1) Cleaning toilet rooms with disinfectant;

(2) Vacuuming of carpets;

(3) Daily emptying and periodic washing of wastebaskets;

(4) Complete dusting;

(5) Cleaning of ashtrays;

(6) Police trash in outside area; and

(7) Seasonal shampooing of carpets.

8. SIGNS. LESSEE shall not place, construct, erect, affix or attach any sign, billboard or other advertising material to the exterior of the Premises without the prior written consent of LESSOR as to the location, size, materials to be used, design, and substance of advertising material to be contained on the sign. LESSOR may withhold its consent for purely aesthetic reasons and if it determines in it sole discretion, that said advertising media and/or proposed sign is not in keeping with LESSOR's advertising scheme for the property. All cost associated with the purchase and installation of approved signage shall be borne by LESSEE. LESSEE shall keep and maintain all signs installed by it, and shall be responsible for any expense in removal of sign at the end of the term or earlier termination of this Lease.

9. WAIVER OF SUBROGATION. LESSEE covenants that with respect to any insurance coverage carried by LESSEE in connection with the Premises, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against LESSOR, its agents, servants and employees under LESSEE's insurance policies, where such waiver of subrogation rights does not require the payment of an additional premium.

Notwithstanding any other provision of this Lease, LESSOR shall not be liable to LESSEE for any loss or damage, whether or not such loss or damage is caused by the negligence of LESSOR, its agents, servants or employees, to the extent that such loss or damage is covered by and proceeds are recovered on account of valid and enforceable insurance carried by LESSEE contained a waiver of subrogation clause as stated above.

10. ASSIGNMENT OR SUBLETTING.

LESSEE agrees not to assign this Lease or sublet all or any portion of the Premises without the previous written consent of the LESSOR in each instance first obtained, which consent LESSOR may grant or withhold in its sole discretion. Notwithstanding any assignment or subletting, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. This prohibition includes any assignment or subletting which would otherwise occur by operation of law.

11. SUBORDINATION. LESSEE agrees that this Lease and all of LESSEE's rights hereunder are and shall remain subordinate to the lien of any mortgage currently encumbering the property of which may

hereafter be placed on the property by LESSOR. LESSEE agrees that within forty-five (45) days after written request from LESSOR it will execute and deliver to LESSOR an estoppel certificate acknowledging that: (a) this lease is unmodified and in full force and effect (or if modified, the extent of such modifications); (b) the dates, if any, to which rent payable hereunder has been paid, including any advance payments intended as security hereunder; (c) that no notice has been received by LESSEE of any default which has not been cured, except as to defaults set forth in said certificate; (d) the fact that no rights of first refusal or options to purchase have been exercised; and (e) the dates of commencement and termination of the lease term, including any extensions thereof and whether or not options to purchase have been exercised.

12. CONDEMNATION OR EMINENT DOMAIN. If at any time during the Lease Term, the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, the LESSOR shall be entitled to and shall receive any all awards that may be made in such proceeding; and the LESSEE hereby assigns and transfers to the LESSOR any and all such awards that may be made to LESSEE, except for awards for trade fixtures owned by LESSEE.

The LESSEE shall not be entitled to any payment, except as otherwise provided herein, based, inter alia, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Premises or their use otherwise.

If such proceeding shall result in the taking of the whole or substantially all of the Premises, then this Lease and the term hereof shall terminate and expire on the date of such taking, and the rent and other sums or charges provided in this Lease to be paid by the LESSEE shall be apportioned and paid to the date of such taking.

If such proceeding shall result in the taking of less than the whole or substantially all of the Premises, then this Lease shall continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

For the purposes of this Article, substantially all of the Premises shall be deemed to have been taken if the portion of the Premises not so taken does not constitute, or cannot be repaired or reconstructed so as to constitute, a structure and plot useful by the LESSEE as an entirety for the proper conduct of its activities, substantially as they existed prior to the taking.

13. DAMAGES OR DESTRUCTION. If the Premises shall be partially damaged by any casualty insurable under the insurance policy provided by LESSEE, LESSOR shall, upon receipt of the insurance proceeds, repair the same, (except for improvements or alterations made by LESSEE after the date hereof, and for LESSEE's trade fixtures and equipment) and the Rent shall be abated proportionately as to that portion of the Premises rendered untenatable. If that portion of the Premises (a) by reason of such occurrence are render wholly untenantable or (b) are damaged as a result of a risk which is not covered by insurance or (c) are damaged to the extent that the cost to repair the same would exceed thirty percent (30%) of the then value of

the Premises, then or in any of such events, LESSOR may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and LESSEE shall vacate and surrender the Premises to LESSOR. In the event LESSOR elects to repair any damage, any abatement of rent shall end five (5) days after notice by LESSOR to LESSEE that the Premises have been repaired. If the damage is caused by the negligence of LESSEE or its employees, agents, invitees, or concessionaires and is not covered by insurance, there shall be no abatement of rent.

In the event that the damage to the Premises may reasonably be expected to take longer than sixty (60) days to repair, LESSEE may terminate this Lease by notice of termination served within sixty (60) days after such event and thereupon this Lease shall terminate, and LESSEE shall vacate and surrender the Leased Premises to LESSOR.

14. TERMINATION OF LEASE. The LESSEE may terminate this Lease at its convenience upon ninety (90) days written notice to the LESSOR.

15. SURRENDER OF PREMISES. LESSEE shall, upon expiration of the term or upon the sooner termination of this Lease, peaceably and quietly surrender and deliver the Premises to LESSOR "broom clean" in good order, condition and repair, reasonable wear and tear (and damage by fire or other casualty if the termination is pursuant to Section 13) excepted, and free and clear of liens and encumbrances.

Upon surrender, or upon the expiration of the term or sooner termination of this Lease, whichever shall occur first, all improvements, installations, fixtures (except signs which can be

removed by LESSEE, as provided below, equipment, alterations and additions, whether originally placed in the Premises by LESSEE shall not be removed by LESSEE and title thereto shall, and without further act of either party, vest in LESSOR. Provided, however, if requested by LESSOR, LESSEE shall, at its expense, within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease, remove those items, as requested by LESSOR, from the Premises and promptly repair, at LESSEE's expense, any resulting damage to the Premises. If LESSEE does not remove the items followed LESSOR's request to do so, LESSOR may remove them for the account of LESSEE, and LESSEE shall promptly reimburse LESSOR for the cost of the removal as Additional Rent upon demand.

All trade fixtures placed in the Premises by LESSEE, all personal property of LESSEE, and all signs installed by LESSEE shall be and remain the property of LESSEE and may be removed by LESSEE upon the expiration of the term or earlier termination of this Lease, provided that LESSEE is not then in default under this Lease. LESSEE shall, at its expense, promptly repair any damage to the Premises resulting from the removal. Any trade fixtures, personal property or signs not removed by LESSEE under this section on or before the expiration of the term or earlier termination of this Lease shall, at the option of LESSOR, become the property of LESSOR and title shall, without further action of either party, automatically vest in the LESSOR.

16. DEFAULT. The following shall be Events of Default hereunder:

(a) A default in the payment, when due, of any rent;

(b) A default in the performance of either party's obligations under this Lease other than the obligation to pay rent which has not been cured within fifteen (15) days after the party shall have received written notice from the other party of such default; or

(c) If LESSEE is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of creditors, or if any petition or other proceedings is filed by LESSEE for appointment of a trustee, receiver, guardian, conservator or liquidator of all, or substantially all, of LESSEE's property, or if such a petition or other proceeding shall be filed against LESSEE.

(d) The cessation of business operations on the Premises, without the prior written consent of LESSOR, for a period of thirty (30) consecutive days.

In the event of default by LESSEE, LESSOR shall have the option of: (a) terminating this Lease and retaining all advance rent as full and liquidated damages for LESSEE's default; or (b) terminating LESSEE's right of possession without thereby terminating this Lease, and reletting the Premises on account for LESSEE, in which event all expenses and costs incurred by LESSOR in connection with such retaking of possession, including all repairs and alterations necessary to make the Premises suitable for another tenant, shall be recoverable by LESSOR from LESSEE; or (c) accelerating the rental due for the balance of the term of this lease; or (d) pursuing any and all other remedies at law or in equity which are known or may hereafter be available to LESSOR. Pursuit of any of these foregoing remedies shall not preclude

pursuit of any of the other remedies herein provided or any other remedies provided by law.

17. INSPECTION. LESSEE will permit LESSOR, its agents, employees and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to LESSEE, or immediately in case of an emergency. LESSEE shall provide LESSOR with keys to all portions of the Premises. The parties agree that LESSOR may actively advertise the property (the Premises being a part thereof). Therefore, LESSOR reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

18. HOLDING OVER. In the event LESSEE or any other party remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at sufferance at twice the Rent last in effect, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

19. NONWAIVER. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option herein conferred in any one or more instances shall be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations and options, but the same shall be and remain in full force and effect.

20. APPLICABLE LAW AND SEVERABILITY. This Lease shall be construed under and governed by the laws of the United States of America and the State of Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or enforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. MECHANIC'S LIENS. The parties agree that alteration of the Premises by LESSEE is not a substantial or integral consideration for the execution of this Lease by LESSEE. ANY PERSON OR PERSONS PROVIDING LABOR, OR FURNISHING MATERIALS OR SERVICES TO THE PREMISES AT THE REQUEST OF LESSEE SHALL LOOK SOLELY TO THE INTEREST OF LESSEE IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIM OR LIEN THEREON TO BE PLACED ON THE PROPERTY OR ON LESSOR'S INTEREST THEREIN. Any such claim or lien so filed against the property shall be discharged or transferred to the lien of other security posted by LESSEE within thirty (30) days after receipt of notice thereof by LESSEE.

22. SUCCESSORS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LESSOR, its successors and assigns, and shall be binding upon LESSEE, its successors and assigns, and shall inure to the benefit of LESSEE and only such assigns of LESSEE to whom the assignment by LESSEE has been consent to by LESSOR.

23. NOTICES. Any notice required or permitted to be given to either party pursuant to the terms hereof shall be in writing, and

sent postage prepaid, certified mail, return receipt requested, addressed to LESSOR at the address set forth at the commencement of this Lease, unless another address is designated in writing by LESSOR; and addressed to LESSEE at the address of the property unless another address is designed in writing by LESSEE. All such notices shall be deemed effective on the date of postmark, unless otherwise provided in this Lease.

24. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties hereto.

25. FURTHER ASSURANCES. The parties agree to execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

26. RADON GAS DISCLOSURE. Pursuant to Section 404.056, Florida Statutes, the following notice is hereby given to the undersigned LESSEE.

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and State guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The undersigned LESSEE hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

27. AUTHORITY. LESSEE hereby covenants and warrants that (i) LESSEE is a duly authorized and existing political subdivision of the State of Florida; (ii) LESSEE is qualified to do business in the State of Florida; (iii) LESSEE has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the LESSEE is authorized to do so, and (v) this Lease constitutes a valid and legally binding obligation on LESSEE, enforceable in accordance with its terms.

28. REMODELING IMPROVEMENTS AND ALTERATIONS. After occupancy of the Premises by the LESSEE, the LESSOR grants to LESSEE the right to make partition changes, alterations and decorations as it desires at its own expense in the Leased Premises; providing, however, that LESSEE shall make no structural change which will impair the structural integrity of the Premises without the prior written consent of LESSOR.

29. INSURANCE. The LESSEE shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the LESSEE of the Leased Premises, excepting adjacent sidewalks and alleys, and the LESSOR shall not be liable for any such claims arising out of its ownership of the Premises. The LESSEE shall, at the request of the LESSOR, provide the LESSOR with proof of its coverage against claims.

30. HOLD HARMLESS. Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to persons

or property, including court costs and attorney's fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

31. ATTORNEY'S FEES. In the event that it shall be necessary for either party to bring suit to enforce this Agreement or for damages on account of any breach of this Agreement or of any covenant, condition, requirement or obligation contained herein, both parties agree to limit prevailing party's attorney's fees at the hourly rate of SEVENTY-FIVE AND NO/100 DOLLARS ($75.00/hour), in addition to its damages, both at the trial and appellate level.

32. INDEMNIFICATION. LESSEE shall pay all loss or damage occasioned by or growing out of the use and occupancy of the Premises by LESSEE, its agents, employees, guests, customers and invitees and LESSEE will indemnify, protect and save LESSOR harmless from and against any loss or liability thereof or therefore and from and against any expense, cost and attorney's fees incurred in connection with any claim for such loss or damage, including costs and attorney's fees on appeal, as may be permitted under the laws of the State of Florida.

33. CLEANLINESS OF PREMISES. LESSEE will keep the interior of the Premises clean and will not improperly or unlawfully release, store, handle or dispose of any refuse, trash or hazardous materials or contaminants in the Premises or in or around the American Heritage Center of which the Premises form a part. LESSEE shall immediately notify LESSOR and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occur, and shall

take complete corrective action to clean and remove the material and restore the Premises in compliance with procedures established by such authorities and shall provide appropriate evidence of compliance to LESSOR. LESSEE agrees to hold LESSOR harmless of and from any liability, public or private, arising as a result of such release or contamination.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

ATTEST:

JOANN NUNZIATA, Secretary

COLUMBINE MANAGEMENT GROUP, INC.

By: _____
SAL NUNZIATA, President

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: 9-12-06

For the use and reliance
of Seminole County only.

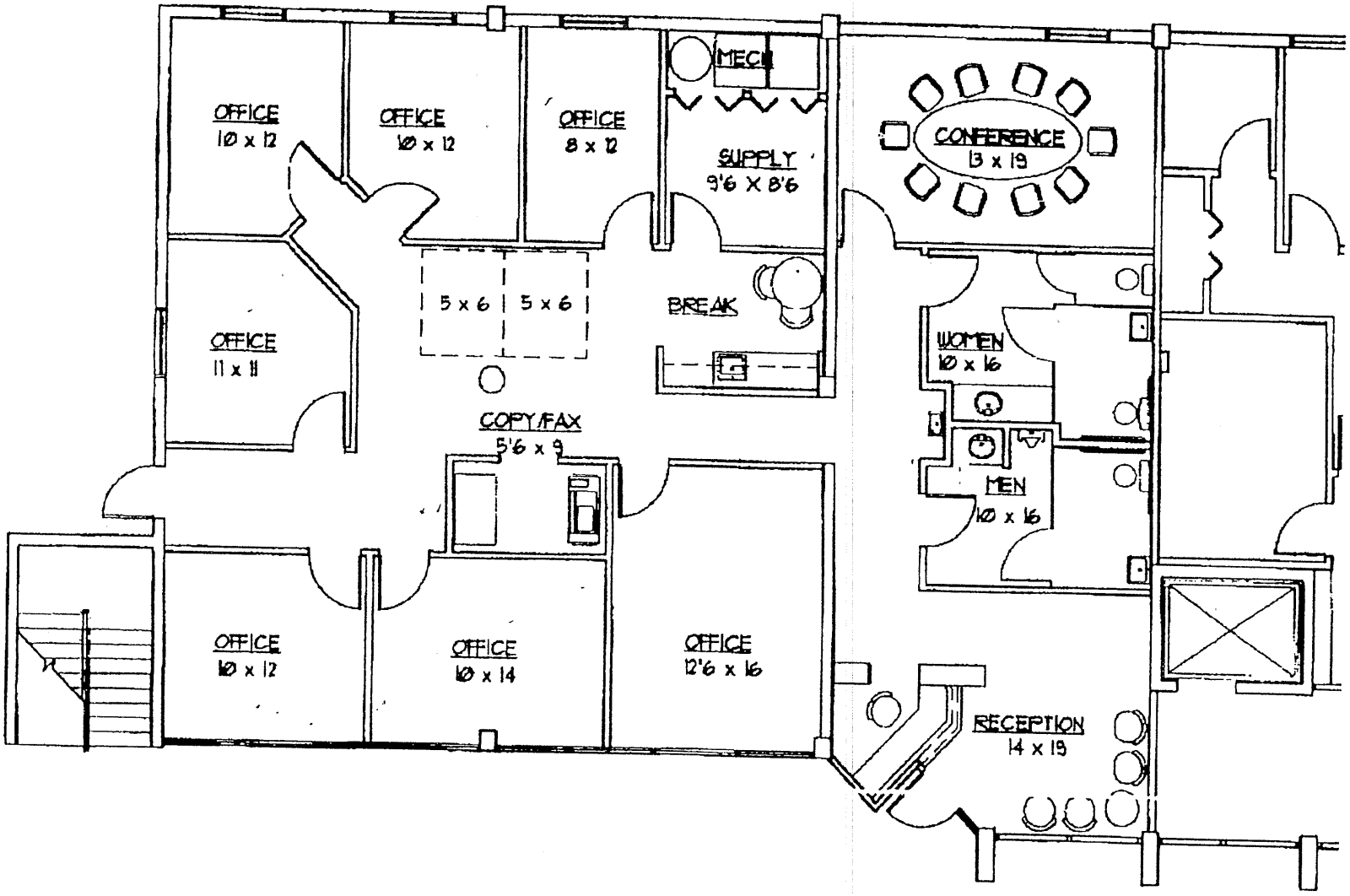
As authorized for execution by
the Board of County Commissioners
at their Sept. 12, 2006
regular meeting.

Approved as to form and
legal sufficiency

County Attorney

AC/lpk
7/24/06
Tourism-eco dev office lease

Attachment:
Exhibit "A" - Space Plan



SEMINOLE COUNTY C.V.B.
SPACE PLAN OPT. "E"

SCALE: 1/8"=1'-0"

032499

Exhibit "A"

FIRST AMENDMENT TO TOURISM OFFICE LEASE

THIS FIRST AMENDMENT is made and entered into this 11 day of December, 2007 and is to that certain Lease made and entered into on September 12, 2006, between **COLUMBINE MANAGEMENT GROUP, INC.**, whose address is 1230 Douglas Avenue, Longwood, Florida 32779, hereinafter referred to as "LESSOR," 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 "LESSEE".

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into the above-referenced Lease on September 12, 2006, for lease of office space for the Seminole County Tourism Office; and

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

WHEREAS, Section 24 of the Lease 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 Lease as follows:

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

SECTION 3. RENTAL

(a) LESSEE shall pay rent to LESSOR for said Premises described in Section 1 hereof at an initial annual rate of SIXTEEN AND 60/100 DOLLARS ($16.60) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for

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

that calendar month in equal monthly installments.

(b) The rent may be adjusted annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%).

(c) In addition to the rent as stated above, LESSEE shall pay an additional Common Area Maintenance (CAM) fee annually to LESSOR. The CAM fee shall be equal to THREE AND 27/100 DOLLARS ($3.27) per square foot of usable space of the leased premises, currently 2,490 square feet. The CAM may be automatically increased each year of the lease term, but only to reflect the actual cost of said maintenance.

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

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

ATTEST:

JOANN NUNZIATA, Secretary

(CORPORATE SEAL)

COLUMBINE MANAGEMENT GROUP, INC.

By: _____
SAL NUNZIATA, President

Date: 12/31/07

(COUNTY SIGNATURE PAGE FOLLOWS)

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Brenda Carey
BRENDA CAREY, Chairman

Date: 12/11/2007

As authorized for execution
by the Board of County Commissioners
at their December 11, 2007
regular meeting.

AEC:jjr
10/25/2007
P:\Users\jroyal\Administrative Services\Tourism Office Lease-First Amd.doc

TOURISM OFFICE LEASE

THIS LEASE is made and entered into this ____ day of _____, 20____, by and between **STIRLING 1, LLC**, whose address is 719 Rodel Cove, Lake Mary, Florida 32746, hereinafter referred to as the "LESSOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "LESSEE".

W I T N E S S E T H:

WHEREAS, the LESSOR is the owner of a certain building located at the Stirling Center, 719 Rodel Cove, Lake Mary, Florida 32746 ; and

WHEREAS, the LESSOR is desirous of leasing space at 719 Rodel Cove, Lake Mary, Florida 32746, for use as offices for the Tourism Office for Seminole County,

NOW, THEREFORE, for and in consideration of the Premises and the mutual covenants and agreements hereinafter contained, the LESSOR and LESSEE agree as follows:

1. LEASED PREMISES. The LESSOR does hereby grant to the LESSEE and the LESSEE does hereby accept from the LESSOR the exclusive use and occupancy of ONE THOUSAND NINE HUNDRED FIFTY (1,950) square feet located at 719 Rodel Cove, Lake Mary, Florida 32746. The Leased Premises shall consist of that space more particularly described in Exhibit "A" attached herein.

2. TERM. The term of this Lease shall commence on August 15, 2008 and shall run for a term of three (3) years, unless sooner terminated as hereinafter provided. This Lease, at the sole option of the LESSEE, may be renewed upon the same terms and conditions for three (3) successive periods of one (1) year each.

3. RENTAL.

(a) The LESSEE shall pay rent to the LESSOR for said Premises described in Section 1 hereof at an initial annual rate of TWENTY-FOUR AND NO/100 DOLLARS ($24.00) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for that calendar month in equal monthly installments.

(b) The rent may be adjusted annually by three and one-half percent (3.5%). Each adjustment shall be effective upon the Lease anniversary date. Rental adjustments shall be calculated by multiplying the current annual rent by three and one-half percent (3.5%).

4. YEAR BY YEAR RENT. The estimated payments due hereunder for the Term of this Lease are as follows:

	Annual	Monthly
Year 1	$46,800.00	$3,900.00
Year 2	$48,438.00	$4,036.50
Year 3	$50,133.00	$4,177.78

5. USE. LESSEE shall occupy the Premises upon the commencement of the term. LESSEE shall at all times conduct its business in a reputable manner and in accordance with law and will not conduct its business within the Premises contrary to any law, statute, regulation or ordinance. LESSEE shall use the Premises solely for the purpose of general business offices.

LESSOR has not made any representation or warranty as to the suitability of the Premises for the conduct of LESSEE's business. LESSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

LESSEE agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable State or local laws, or regulations. LESSEE agrees to fully indemnify and hold harmless LESSOR against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

All common areas and common facilities in or about the Premises and the building shall be subject to the exclusive control and management of the LESSOR. LESSOR shall have the right to construct, maintain and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close the parking areas to effect such changes; the LESSOR shall permit the LESSEE and its invitees, without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building plus two (2) reserved spaces. LESSEE agrees to abide by any parking space assignments designated by LESSOR, and to take such reasonable steps as may be necessary to insure that his invitees abide by such parking space assignments.

6. MAINTENANCE. LESSOR, at its sole expense, shall maintain and make all repairs to the interior of the Premises and all

improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to defective parts, lighting, doors, electrical wiring, plumbing and the HVAC system. LESSOR shall also be responsible for maintaining the roof and exterior of the Premises, including, but not limited to walls, windows, roof and foundation, except those repairs caused by LESSEE's negligence or misuse of the Premises. The LESSOR shall be responsible for management and maintenance of the common areas of the Premises.

The LESSEE shall be solely responsible for any repair necessary due to the LESSEE's negligence.

7. UTILITIES AND JANITORIAL SERVICES.

(a) LESSOR shall pay the cost of all utilities. LESSOR shall have no liability for any loss or damage occasioned by the interruption or failure in the supply of these services to the Premises for any reason whatsoever.

(b) LESSOR agrees to supply and to pay for janitorial services three (3) days per week. Janitorial services shall minimally include:

(1) Cleaning toilet rooms with disinfectant;

(2) Vacuuming of carpets;

(3) Daily emptying and periodic washing of wastebaskets;

(4) Complete dusting;

(5) Police trash in outside area; and

(6) Seasonal shampooing of carpets.

8. SIGNS. LESSEE may place, construct, erect, affix or attach any sign, billboard or other advertising material to the exterior doors/windows and awnings of the Premises without the prior written

consent of LESSOR. All cost associated with the purchase and installation of approved signage shall be borne by LESSEE. LESSEE shall keep and maintain all signs installed by it, and shall be responsible for any expense in removal of sign at the end of the term or earlier termination of this Lease.

9. WAIVER OF SUBROGATION. LESSEE covenants that with respect to any insurance coverage carried by LESSEE in connection with the Premises, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against LESSOR, its agents, servants and employees under LESSEE's insurance policies, where such waiver of subrogation rights does not require the payment of an additional premium.

Notwithstanding any other provision of this Lease, LESSOR shall not be liable to LESSEE for any loss or damage, whether or not such loss or damage is caused by the negligence of LESSOR, its agents, servants or employees, to the extent that such loss or damage is covered by and proceeds are recovered on account of valid and enforceable insurance carried by LESSEE contained a waiver of subrogation clause as stated above.

10. ASSIGNMENT OR SUBLETTING.

LESSEE agrees not to assign this Lease or sublet all or any portion of the Premises without the previous written consent of the LESSOR in each instance first obtained, which consent LESSOR may grant or withhold in its sole discretion. Notwithstanding any assignment or subletting, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and

conditions of this Lease. This prohibition includes any assignment or subletting which would otherwise occur by operation of law.

11. SUBORDINATION. LESSEE agrees that this Lease and all of LESSEE's rights hereunder are and shall remain subordinate to the lien of any mortgage currently encumbering the property of which may hereafter be placed on the property by LESSOR. LESSEE agrees that within forty-five (45) days after written request from LESSOR it will execute and deliver to LESSOR an estoppel certificate acknowledging that: (a) this lease is unmodified and in full force and effect (or if modified, the extent of such modifications); (b) the dates, if any, to which rent payable hereunder has been paid, including any advance payments intended as security hereunder; (c) that no notice has been received by LESSEE of any default which has not been cured, except as to defaults set forth in said certificate; (d) the fact that no rights of first refusal or options to purchase have been exercised; and (e) the dates of commencement and termination of the lease term, including any extensions thereof and whether or not options to purchase have been exercised.

12. CONDEMNATION OR EMINENT DOMAIN. If at any time during the Lease Term, the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, the LESSOR shall be entitled to and shall receive any all awards that may be made in such proceeding; and the LESSEE hereby assigns and transfers to the LESSOR any and all such awards that may be made to LESSEE, except for awards for trade fixtures owned by LESSEE.

The LESSEE shall not be entitled to any payment, except as otherwise provided herein, based, inter alia, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Premises or their use otherwise.

If such proceeding shall result in the taking of the whole or substantially all of the Premises, then this Lease and the term hereof shall terminate and expire on the date of such taking, and the rent and other sums or charges provided in this Lease to be paid by the LESSEE shall be apportioned and paid to the date of such taking.

If such proceeding shall result in the taking of less than the whole or substantially all of the Premises, then this Lease shall continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

For the purposes of this Article, substantially all of the Premises shall be deemed to have been taken if the portion of the Premises not so taken does not constitute, or cannot be repaired or reconstructed so as to constitute, a structure and plot useful by the LESSEE as an entirety for the proper conduct of its activities, substantially as they existed prior to the taking.

13. DAMAGES OR DESTRUCTION. If the Premises shall be partially damaged by any casualty insurable under the insurance policy provided by LESSEE, LESSOR shall, upon receipt of the insurance proceeds, repair the same, (except for improvements or alterations made by LESSEE after the date hereof, and for LESSEE's trade fixtures and equipment) and the Rent shall be abated proportionately as to that portion of the Premises rendered untenatable. If that portion of the

Premises (a) by reason of such occurrence are render wholly untenantable or (b) are damaged as a result of a risk which is not covered by insurance or (c) are damaged to the extent that the cost to repair the same would exceed thirty percent (30%) of the then value of the Premises, then or in any of such events, LESSOR may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and LESSEE shall vacate and surrender the Premises to LESSOR. In the event LESSOR elects to repair any damage, any abatement of rent shall end five (5) days after notice by LESSOR to LESSEE that the Premises have been repaired. If the damage is caused by the negligence of LESSEE or its employees, agents, invitees, or concessionaires and is not covered by insurance, there shall be no abatement of rent.

In the event that the damage to the Premises may reasonably be expected to take longer than sixty (60) days to repair, LESSEE may terminate this Lease by notice of termination served within sixty (60) days after such event and thereupon this Lease shall terminate, and LESSEE shall vacate and surrender the Leased Premises to LESSOR.

14. TERMINATION OF LEASE. The LESSEE may terminate this Lease at its convenience upon ninety (90) days written notice to the LESSOR.

15. SURRENDER OF PREMISES. LESSEE shall, upon expiration of the term or upon the sooner termination of this Lease, peaceably and quietly surrender and deliver the Premises to LESSOR "broom clean" in good order, condition and repair, reasonable wear and tear (and damage by fire or other casualty if the termination is pursuant to Section 13) excepted, and free and clear of liens and encumbrances.

Upon surrender, or upon the expiration of the term or sooner termination of this Lease, whichever shall occur first, all improvements, installations, fixtures (except signs which can be removed by LESSEE, as provided below, equipment, alterations and additions, whether originally placed in the Premises by LESSEE shall not be removed by LESSEE and title thereto shall, and without further act of either party, vest in LESSOR. Provided, however, if requested by LESSOR, LESSEE shall, at its expense, within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease, remove those items, as requested by LESSOR, from the Premises and promptly repair, at LESSEE's expense, any resulting damage to the Premises. If LESSEE does not remove the items followed LESSOR's request to do so, LESSOR may remove them for the account of LESSEE, and LESSEE shall promptly reimburse LESSOR for the cost of the removal as Additional Rent upon demand.

All trade fixtures placed in the Premises by LESSEE, all personal property of LESSEE, and all signs installed by LESSEE shall be and remain the property of LESSEE and may be removed by LESSEE upon the expiration of the term or earlier termination of this Lease, provided that LESSEE is not then in default under this Lease. LESSEE shall, at its expense, promptly repair any damage to the Premises resulting from the removal. Any trade fixtures, personal property or signs not removed by LESSEE under this section on or before the expiration of the term or earlier termination of this Lease shall, at the option of LESSOR, become the property of LESSOR and title shall, without further action of either party, automatically vest in the LESSOR.

16. DEFAULT. The following shall be Events of Default hereunder:

(a) A default in the payment, when due, of any rent;

(b) A default in the performance of either party's obligations under this Lease other than the obligation to pay rent which has not been cured within fifteen (15) days after the party shall have received written notice from the other party of such default; or

(c) If LESSEE is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of creditors, or if any petition or other proceedings is filed by LESSEE for appointment of a trustee, receiver, guardian, conservator or liquidator of all, or substantially all, of LESSEE's property, or if such a petition or other proceeding shall be filed against LESSEE.

(d) The cessation of business operations on the Premises, without the prior written consent of LESSOR, for a period of thirty (30) consecutive days.

In the event of default by LESSEE, LESSOR shall have the option of: (a) terminating this Lease and retaining all advance rent as full and liquidated damages for LESSEE's default; or (b) terminating LESSEE's right of possession without thereby terminating this Lease, and reletting the Premises on account for LESSEE, in which event all expenses and costs incurred by LESSOR in connection with such retaking of possession, including all repairs and alterations necessary to make the Premises suitable for another tenant, shall be recoverable by LESSOR from LESSEE; or (c) accelerating the rental due for the balance of the term of this lease; or (d) pursuing any and all other remedies at law or in equity which are known or may hereafter be available to

LESSOR. Pursuit of any of these foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

17. INSPECTION. LESSEE will permit LESSOR, its agents, employees and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to LESSEE, or immediately in case of an emergency. LESSEE shall provide LESSOR with keys to all portions of the Premises. The parties agree that LESSOR may actively advertise the property (the Premises being a part thereof). Therefore, LESSOR reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

18. HOLDING OVER. In the event LESSEE or any other party remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at sufferance at twice the Rent last in effect, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

19. NONWAIVER. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option herein conferred in any one or more instances shall be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations and options, but the same shall be and remain in full force and effect.

20. APPLICABLE LAW AND SEVERABILITY. This Lease shall be construed under and governed by the laws of the United States of America and the State of Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or enforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. MECHANIC'S LIENS. The parties agree that alteration of the Premises by LESSEE is not a substantial or integral consideration for the execution of this Lease by LESSEE. ANY PERSON OR PERSONS PROVIDING LABOR, OR FURNISHING MATERIALS OR SERVICES TO THE PREMISES AT THE REQUEST OF LESSEE SHALL LOOK SOLELY TO THE INTEREST OF LESSEE IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIM OR LIEN THEREON TO BE PLACED ON THE PROPERTY OR ON LESSOR'S INTEREST THEREIN. Any such claim or lien so filed against the property shall be discharged or transferred to the lien of other security posted by LESSEE within thirty (30) days after receipt of notice thereof by LESSEE.

22. SUCCESSORS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LESSOR, its successors and assigns, and shall be binding upon LESSEE, its successors and assigns, and shall inure to the benefit of LESSEE and only such assigns of LESSEE to whom the assignment by LESSEE has been consent to by LESSOR.

23. NOTICES. Any notice required or permitted to be given to either party pursuant to the terms hereof shall be in writing, and sent postage prepaid, certified mail, return receipt requested,

addressed to LESSOR at the address set forth at the commencement of this Lease, unless another address is designated in writing by LESSOR; and addressed to LESSEE at the address of the property unless another address is designed in writing by LESSEE. All such notices shall be deemed effective on the date of postmark, unless otherwise provided in this Lease.

24. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties hereto.

25. FURTHER ASSURANCES. The parties agree to execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

26. RADON GAS DISCLOSURE. Pursuant to Section 404.056, Florida Statutes, the following notice is hereby given to the undersigned LESSEE.

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantifies, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and State guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The undersigned LESSEE hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

27. AUTHORITY. LESSEE hereby covenants and warrants that (i) LESSEE is a duly authorized and existing political subdivision of the State of Florida; (ii) LESSEE is qualified to do business in the State of Florida; (iii) LESSEE has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the LESSEE is authorized to do so, and (v) this Lease constitutes a valid and legally binding obligation on LESSEE, enforceable in accordance with its terms.

28. REMODELING IMPROVEMENTS AND ALTERATIONS. After occupancy of the Premises by the LESSEE, the LESSOR grants to LESSEE the right to make partition changes, alterations and decorations as it desires at its own expense in the Leased Premises; providing, however, that LESSEE shall make no structural change which will impair the structural integrity of the Premises without the prior written consent of LESSOR.

29. INSURANCE. The LESSEE shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the LESSEE of the Leased Premises, excepting adjacent sidewalks and alleys, and the LESSOR shall not be liable for any such claims arising out of its ownership of the Premises. The LESSEE shall, at the request of the LESSOR, provide the LESSOR with proof of its coverage against claims.

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

31. ATTORNEY'S FEES. In the event that it shall be necessary for either party to bring suit to enforce this Agreement or for damages on account of any breach of this Agreement or of any covenant, condition, requirement or obligation contained herein, both parties agree to limit prevailing party's attorney's fees at the hourly rate of SEVENTY-FIVE AND NO/100 DOLLARS ($75.00/hour), in addition to its damages, both at the trial and appellate level.

32. INDEMNIFICATION. LESSEE shall pay all loss or damage occasioned by or growing out of the use and occupancy of the Premises by LESSEE, its agents, employees, guests, customers and invitees and LESSEE will indemnify, protect and save LESSOR harmless from and against any loss or liability thereof or therefore and from and against any expense, cost and attorney's fees incurred in connection with any claim for such loss or damage, including costs and attorney's fees on appeal, as may be permitted under the laws of the State of Florida.

33. CLEANLINESS OF PREMISES. LESSEE will keep the interior of the Premises clean and will not improperly or unlawfully release, store, handle or dispose of any refuse, trash or hazardous materials or contaminants in the Premises or in or around the American Heritage Center of which the Premises form a part. LESSEE shall immediately notify LESSOR and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occur, and shall take complete corrective action to clean and remove the material and restore the Premises in compliance with procedures established by such authorities and shall provide appropriate evidence of compliance to LESSOR. LESSEE agrees to hold LESSOR harmless of and from any

liability, public or private, arising as a result of such release or contamination.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

STIRLING 1, LLC

_____
Witness

By:_____

_____
Print Name

_____
Witness

_____
Print Name

_____
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.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency

_____
County Attorney
AC/lpk
5/14/08
P:\Users\Legal Secretary CSB\Administrative Services\tourism lease Stirling Center.doc

By:_____
BRENDA CAREY, Chairman

Date:_____

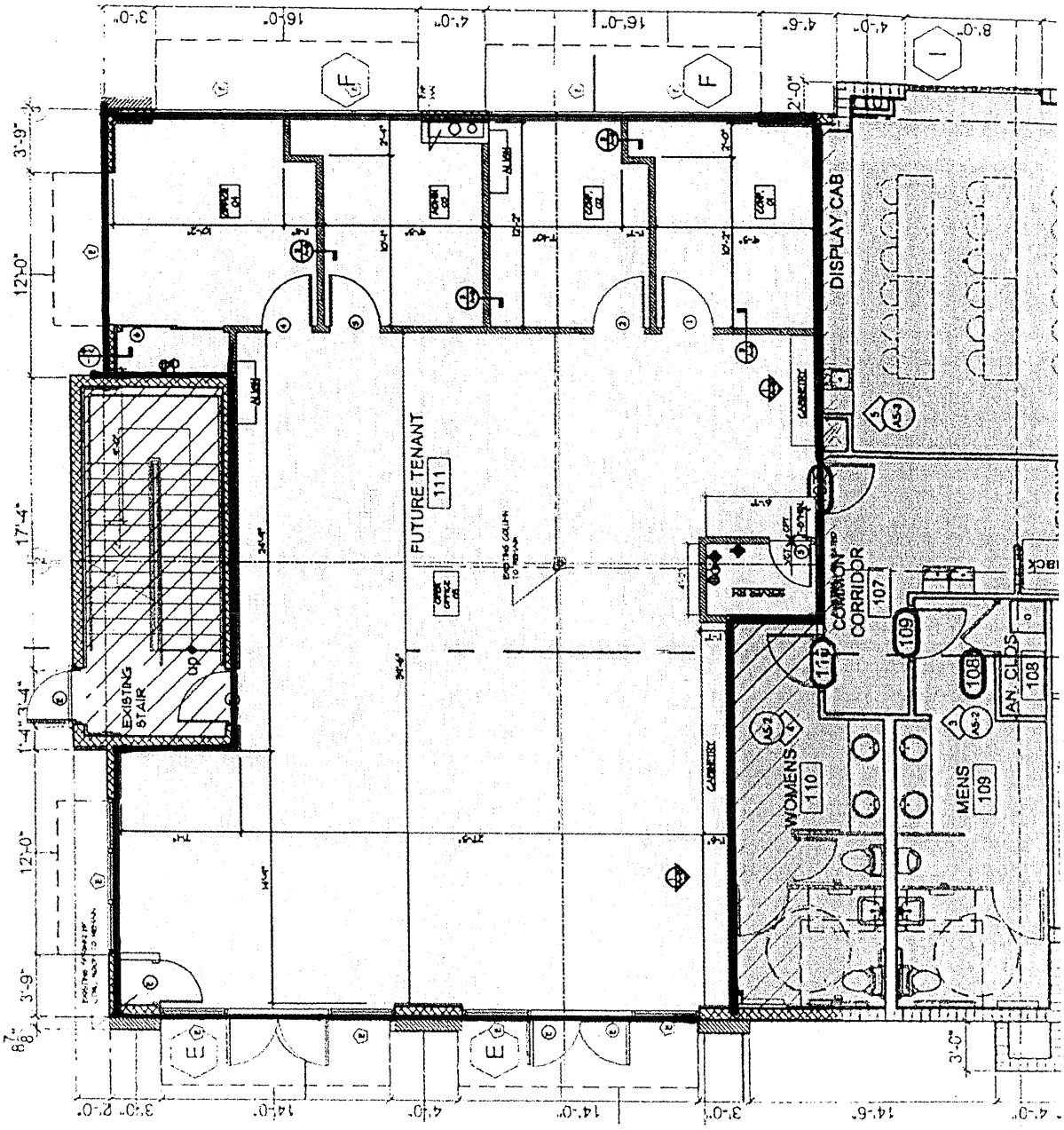
As authorized for execution by
the Board of County Commissioners
at their _____, 20_____
regular meeting.

Attachment:
Exhibit "A" - Space Plan

Exhibit A

Office for Lease

Shared Area(s)



SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions of Second Mortgage

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

AUTHORIZED BY: David Medley **CONTACT:** Josie Delgado **EXT:** 2381

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program OR the Emergency Repair Housing Program.

County-wide Shirley Boyce

BACKGROUND:
The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or Federal HUD Regulations and are now requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens. The following clients have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven:

Name	Parcel I.D. Number
Georges Augustin and Idalia J. Augustin	21-21-29-5CN-0000-1170
Wanda Elaine Badger and Emma Lee Huggins	31-19-31-525-0J00-0040
Judy A. Banks	24-21-29-503-0E00-0240
Charlotta Boykins	02-20-30-501-0000-0300
Michael Bradley	02-20-30-501-0000-0320
Sandra L. Buck	30-19-31-516-0200-013A
Zenovia Camacho	15-21-29-510-0700-0020
Samuel T. Chisholm and Harrie L. Chisholm	31-19-31-520-0000-0600
Evelyn Corchado	35-21-30-516-0B00-0230
Ronald E. Diller	36-19-30-527-0000-0390
Geneva Fayson and Lahoma Fayson	36-19-30-524-070B-0000
Mary Hall	25-19-30-5AG-1015-0060
Jasmin E. Iglesias, Cesar Iglesias, and Piedad L. Iglesias	10-21-29-529-0000-0020
Donnie Jackson and Louvern Jackson	35-19-30-522-0E00-0010
Alvarise L. James and Priscilla James	32-19-31-514-0000-0350
Elvera P. Klotz	21-21-29-501-0000-1620
Doris Letendre	19-21-30-506-0E00-0310
Debra Lovett	36-19-30-518-0200-0030
Efrain Mejia and Cielo Mejia	16-21-29-505-0100-1030
Mary A. Mincey	07-21-30-503-0000-0460
Bernice Mitchell	32-19-31-506-0D00-0040

Margaret Ortkiese	19-21-29-506-0000-0330
David G. Porter	07-21-30-511-0A00-0010
Gregg Thompson and Anne R. Thompson	18-21-30-5DX-0000-0050
Regina Vallot	36-19-30-544-0000-0490
Dorothy Weeks	34-21-31-504-0000-0180
Charles W. White and Terry L. White	14-20-30-501-0U00-0080
Sheila White	02-20-30-501-0000-0030
Shirley Williams	04-21-30-510-0000-0270
James Young	15-21-30-5BW-0B00-0150

Total Forgiven $ 186,297.10

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

ATTACHMENTS:

1. Sat of Second Mortgage

Additionally Reviewed By:
No additional reviews

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 3, 1997 and recorded in Official Records Book 3181, Pages 0370 through and including 0374, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated January 3, 1997 and recorded in the Official Records Book 3181, Pages 0375 through and including 0377, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated November 19, 1996, and recorded in Official Records Book 3181, Pages 0378 through and including 0380, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 516 Grove Court, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 117, TRAILWOOD ESTATES, SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 27 AND 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 21-21-29-5CN-0000-1170

(the "Property,") were made by **GEORGES AUGUSTIN** and **IDALIA J. AUGUSTIN,** husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/sjs
4/10/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 30, 1996 and recorded in Official Records Book 3182, Pages 1161 through and including 1165, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated December 30, 1996 and recorded in the Official Records Book 3182, Pages 1166 through and including 1169, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated December 30, 1996, and recorded in Official Records Book 3182, Pages 1170 through and including 1172, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 125 Drew Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 4, BLOCK J, WASHINGTON OAKS, SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 86 AND 87 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 31-19-31-525-0J00-0040

(the "Property,") were made by **WANDA ELAINE BADGER** and **EMMA LEE HUGGINS,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/sjs
4/10/08

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated January 29, 2001 and recorded in Official Records Book 3998, Page 1085, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated January 29, 2001, (hereinafter the "Agreements"), which encumbered the property located at 807 Grandview Avenue, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 24, BLOCK E, STEWART'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 65 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 24-21-29-503-0E00-0240

(the "Property,") was made by **JUDY A. BANKS,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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
AWS/sjs
3/14/2008

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated August 29, 1997 and recorded in Official Records Book 3310, Pages 0066 through and including 0070, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of EIGHT THOUSAND NINE HUNDRED FORTY AND 76/100 DOLLARS ($8,940.76) (the "Note"), dated August 29, 1997 and recorded in the Official Records Book 3310, Pages 0071 through and including 0074, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated August 8, 1997, recorded in Official Records Book 3310, Pages 0075 through and including 0077, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2509 Clairmont Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 30, GENEVA TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 02-20-30-501-0000-0300

(the "Property,") were made by **CHARLOTTA BOYKINS**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/sjs
4/10/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 31, 1998 and recorded in Official Records Book 3401, Pages 0634 through and including 0638, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated March 31, 1998 and recorded in the Official Records Book 3401, Pages 0639 through and including 0642, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated February 18, 1998, recorded in Official Records Book 3401, Pages 0643 through and including 0645, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2513 Clairmont Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 32, GENEVA TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 02-20-30-501-0000-0320

(the "Property,") were made by **MICHAEL BRADLEY**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/sjs
4/10/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 24, 1997 and recorded in Official Records Book 3229, Pages 1232 through and including 1236, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWO THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($2,900.00) (the "Note"), dated April 24, 1997 and recorded in the Official Records Book 3229, Pages 1237 through and including 1240, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated April 7, 1997, recorded in Official Records Book 3229, Pages 1241 through and including 1243, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 426 San Marcos Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

> BEGIN AT THE SOUTHEAST CORNER OF LOT 15, BLOCK 2, FAIRVIEW, SANFORD, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN THENCE NORTH ALONG EAST LINE OF SAID LOT 15, A DISTANCE OF 60 FEET; THENCE RUN WEST AND PARALLEL TO THE SOUTH LINE OF LOTS 13, 14 AND 15, TO THE WEST LINE OF SAID LOT 13; THENCE SOUTH 60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, THENCE EAST TO THE POINT OF BEGINNING.

Parcel Identification Number: 30-19-31-516-0200-013A

(the "Property,") were made by **SANDRA L. BUCK**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

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

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/sjs
3/25/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 24, 1997 and recorded in Official Records Book 3229, Pages 1590 through and including 1594, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated April 24, 1997 and recorded in the Official Records Book 3229, Pages 1595 through and including 1597, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated April 24, 1997, recorded in Official Records Book 3229, Pages 1598 through and including 1600, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 511 Georgia Avenue, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 2, BLOCK 7, WEATHERSFIELD FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 66 AND 67 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 15-21-29-510-0700-0020

(the "Property,") were made by **ZENOVIA CAMACHO**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/sjs
4/10/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 18, 1997 and recorded in Official Records Book 3276, Pages 1053 through and including 1057, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIFTY AND NO/100 DOLLARS ($3,050.00) (the "Note"), dated July 18, 1997 and recorded in the Official Records Book 3276, Pages 1058 through and including 1060, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated June 28, 1997, and recorded in Official Records Book 3276, Pages 1061 through and including 1063, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2423 Orange Avenue, S., Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

> LOT 62, SANFO PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 62 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH PART OF LOT 60, SANFO PARK DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 60, RUN NORTH ALONG THE WEST LINE OF SAID LOT 60 A DISTANCE OF 25.0 FEET; THENCE RUN EAST 135.5 FEET; THENCE RUN SOUTH 19.0 FEET ALONG THE EAST LINE OF SAID LOT 60; THENCE RUN WEST ALONG THE LINES BETWEEN LOTS 60 AND 62 TO THE POINT OF BEGINNING.
>
> Parcel Identification No.: 31-19-31-520-0000-0600

(the "Property,") were made by **SAMUEL T. CHISHOLM** and **HARRIE L. CHISHOLM,** husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/sjs
3/25/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 27, 1996 and recorded in Official Records Book 3182, Pages 0853 through and including 0858, Public Records of Seminole County, Florida, a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated November 27, 1996, and recorded in the Official Records Book 3182, Pages 0859 through and including 0861, Public Records of Seminole County, Florida, and that Seminole County Homebuyer Program Assistance Agreement dated November 25, 1996 and recorded in Official Records Book 3192, Pages 0624 through 0626, inclusive, Public Records of Seminole County, Florida, all of which encumbered the property located at 7309 Grand Avenue, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

LOT 23, BLOCK B, OAKCREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGES 67 AND 68 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-21-30-516-0B00-0230

(the "Property,") were made by **EVELYN CORCHADO**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage, Note and Agreement; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and

Agreement thus qualifying for forgiveness thereof under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/sjs
4/2/2008

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 13, 1998 and recorded in Official Records Book 3377, Pages 1676 through and including 1680, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated February 13, 1998 and recorded in the Official Records Book 3377, Pages 1681 through and including 1683, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated November 26, 1997, recorded in Official Records Book 3377, Pages 1684 through and including 1686, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 300 E. 24th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 39, LANES ADDITION TO CITY OF SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 9 AND 10 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 36-19-30-527-0000-0390

(the "Property,") were made by **RONALD E. DILLER**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/sjs
3/26/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 24, 1997 and recorded in Official Records Book 3193, Pages 0994 through and including 0998, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated January 24, 1997, and recorded in the Official Records Book 3193, Pages 0999 through and including 1001, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Homebuyer Program Assistance Agreement recorded in Official Records Book 3193, Pages 1002 through and including 1004, Public Records of Seminole County, Florida, all of which encumbered the property located at 2400 S. Lake Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 7, DREAMWOLD THIRD SECTION, AS RECORDED IN PLAT BOOK 4, PAGE 70, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 61.32 FEET; THENCE RUN NORTH 89 DEGREES 46 MINUTES 11 SECONDS WEST, A DISTANCE OF 135.75 FEET; THENCE RUN NORTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 61.35 FEET; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 26 SECONDS EAST A DISTANCE OF 135.77 FEET TO THE POINT OF BEGINNING. SUBJECT TO A 7 FOOT PUBLIC UTILITY EASEMENT ALONG THE WEST LINE OF THIS DESCRIPTION.

Also described as: COMMENCING AT THE NORTHEAST CORNER OF BLOCK 7, DREAMWOLD THIRD SECTION, AS RECORDED IN PLAT BOOK 4, PAGE 70, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 61.33 FEET; THENCE RUN NORTH 89 DEGREES 46 MINUTES 11 SECONDS WEST, A DISTANCE OF 135.75 FEET; THENCE RUN NORTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 61.35 FEET; THENCE RUN SOUTH 89 DEGREES 45

MINUTES 26 SECONDS EAST, A DISTANCE OF 135.77 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 36-19-30-524-070B-0000

(the "Property,") were made by **GENEVA FAYSON** and **LAHOMA FAYSON,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage, Note and Agreement; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

Signature Page Follows

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
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

AWS/sjs
4/22/2008

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 11, 1997 and recorded in Official Records Book 3204, Page 1470, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated February 11, 1997, and recorded in Official Records Book 3204, Pages 1481 through 1483, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 1208 West 9th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE WEST 50' OF THE EAST 150' OF THE SOUTH 1/2 OF BLOCK 10, TIER 15 OF THE FLORIDA LAND AND COLONIZATION COMPANY'S MAP OF THE ST. GERTRUDE ADDITION TO THE TOWN OF SANFORD, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 112, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

and also sometimes described as:

THE WEST 50' OF EAST 150' OF SOUTH 1/2 OF BLOCK 10, TIER 15, SANFORD, ACCORDING TO E. R. TRAFFORD'S MAP THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 112, 113, 115, 116, AND 117 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 25-19-30-5AG-1015-0060

(the "Property,") was made by **MARY HALL,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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
AWS/sjs
4/22/2008

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 29, 1997 and recorded in Official Records Book 3251, Pages 1564 through and including 1568, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIFTY AND NO/100 DOLLARS ($3,050.00) (the "Note"), dated May 29, 1997, and recorded in the Official Records Book 3251, Pages 1569 through and including 1571, Public Records of Seminole County, Florida, and that Seminole County Home Program Assistance Agreement dated May 22, 1997 and recorded in Official Records Book 3251, Pages 1572 through 1574, inclusive, Public Records of Seminole County, Florida, all of which encumbered the property located at 436 Woodrose Lane, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 2, OAKLAND VILLAGE SECTION SIX, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 32 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 10-21-29-529-0000-0020

(the "Property,") were made by **JASMIN E. IGLESIAS** and **CESAR IGLESIAS,** husband and wife, and **PIEDAD L. IGLESIAS,** a single person, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage, Note and Agreement; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to said documents; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and

Agreement thus qualifying for forgiveness thereof under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/sjs
4/2/2008

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 15, 1997 and recorded in Official Records Book 3313, Pages 1893 through and including 1897, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated October 15, 1997 and recorded in the Official Records Book 3313, Pages 1998 through and including 1900, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated August 25, 1997, and recorded in Official Records Book 3313, Pages 1901 through and including 1903, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 118 Anderson Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK E, COUNTRY CLUB MANOR UNIT 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 75 AND 76 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 35-19-30-522-0E00-0010

(the "Property,") were made by **DONNIE JACKSON** and **LOUVERN JACKSON,** husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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
AWS/sjs
3/14/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 14, 1997 and recorded in Official Records Book 3239, Pages 1147 through and including 1151, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated May 14, 1997 and recorded in the Official Records Book 3239, Pages 1152 through and including 1154, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated December 3, 1996, and recorded in Official Records Book 3239, Pages 1155 through and including 1157, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2537 Daffodil Terrace, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 35, PALM POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 69 THROUGH 71, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 32-19-31-514-0000-0350

(the "Property,") were made by **ALVARISE L. JAMES** and **PRICILLA JAMES,** husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/sjs
4/10/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 5, 1996 and recorded in Official Records Book 3169, Pages 0175 through and including 0179, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500) (the "Note"), dated December 2, 1996 and recorded in the Official Records Book 3169, Pages 0180 through and including 0182, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated November 20, 1996, recorded in Official Records Book 3169, Pages 0183 through and including 0185, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 652 Acapulca Way, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 162, OAKLAND HILLS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGES 63 AND 64 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 21-21-29-501-0000-1620

(the "Property,") were made by **ELVERA P. KLOTZ**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/
Date

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 28, 1997 and recorded in Official Records Book 3235, Pages 1728 through and including 1733, Public Records of Seminole County, Florida, and re-recorded in Official Records Book 3259, Pages 0544 through and including 0548, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($3,300) (the "Note"), dated April 28, 1997 and recorded in the Official Records Book 3259, Pages 0549 through and including 0551, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated April 4, 1997, recorded in Official Records Book 3237, Pages 1435 through and including 1437, Public Records of Seminole County, Florida, and re-recorded in Official Records Book 3259, Pages 0552 through and including 0554, Public Records of Seminole County, Florida, (the "Agreement") all of which encumbered the property located at 902 Crestwood Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 31, BLOCK E, HILLCREST SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 49 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 19-21-30-506-0E00-0310

(the "Property,") were made by **DORIS LETENDRE**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/
Date

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 2, 1997 and recorded in Official Records Book 3251, Pages 0030 through and including 0034, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIFTY AND NO/100 DOLLARS ($3,050.00) (the "Note"), dated June 2, 1997 and recorded in the Official Records Book 3251, Pages 0035 through and including 0038, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated April 9, 1997, recorded in Official Records Book 3251, Pages 0039 through and including 0041, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1205 W. 19th Court, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 3, BLOCK 2, SAN SEM KNOLLS FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 65 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-518-0200-0030

(the "Property,") were made by **DEBRA LOVETT**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/
Date

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated March 16, 2001 and recorded in Official Records Book 4029, Page 1073, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated March 16, 2001 (hereinafter the "Agreements"), which encumbered the property located at 103 San Sebastian Court, West, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

> UNIT 103, BUILDING 100, ALTAMONTE VILLAGE I, A CONDOMINIUM IN ACCORDANCE WITH AND SUBJECT TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 1257, PAGE 1007, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
>
> Parcel Identification Number: 16-21-29-505-0100-1030

(the "Property,") was made by **EFRAIN MEJIA** and **CIELO MEJIA,** the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners and their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/sjs
3/26/2008

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENTS

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated December 14, 1995 and recorded in Official Records Book 3006, Page 0876, Public Records of Seminole County, Florida, a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated December 14, 1995, and recorded in Official Records Book 3046, Pages 1611 through 1614, Public Records of Seminole County, Florida and that certain Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated May 15, 1996 and recorded in Official Records Book 3086, Pages 0592 through 0594, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 410 Basewood Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 46, GRANADA SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 100 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-21-30-503-0000-0460

(the "Property,") was made by **MARY A. MINCEY,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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
AWS/sjs
4/22/2008

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 18, 2001 and recorded in Official Records Book 4104, Page 0390, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated June 18, 2001 (hereinafter the "Agreements"), which encumbered the property located at 2121 Dixie Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 4, BLOCK D, DIXIE TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-506-0D00-0040

(the "Property,") was made by **BERNICE MITCHELL,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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
AWS/sjs
3/26/2008

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated April 20, 2001 and recorded in Official Records Book 4055, Page 1547, Public Records of Seminole County, Florida, and a Seminole County Home Emergency Repair Housing Program Agreement dated April 20, 2001 (hereinafter the "Agreements"), which encumbered the property located at 6103 Bear Lake Terrace, Apopka, Florida 32703, the legal description and parcel identification for which are as follows:

LOT 33, JANSEN SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 57 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 19-21-29-506-0000-0330

(the "Property,") was made by **MARGARET ORTKIESE,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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
AWS/sjs
3/26/2008

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 16, 2001 and recorded in Official Records Book 4009, Pages 1842 through and including 1843, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated February 16, 2001, (hereinafter the "Agreements"), which encumbered the property located at 1950 CR 427 South, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

> LOT 1, BLOCK A, FIRST ADDITION TO A REPLAT OF LAKE MOBILE SHORES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 AT PAGE 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA LESS THE SOUTHEASTERLY SEVEN FEET OF SAID LOT FOR STATE ROAD RIGHT-OF-WAY,

and also sometimes described as:

> LOTS 1, 2, AND 3, BLOCK A, FIRST ADDITION TO A REPLAT OF LAKE MOBILE SHORES, LESS THE SOUTHEASTERLY SEVEN FEET OF SAID LOT FOR STATE ROAD RIGHT-OF-WAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 71 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
>
> Parcel Identification Number: 07-21-30-511-0A00-0010

(the "Property,") was made by **DAVID G. PORTER,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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
AWS/
4/1/2008

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 19, 1995 and recorded in Official Records Book 2972, Pages 1041 through and including 1045, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($7,500.00) (the "Note"), dated September 19, 1995, and recorded in the Official Records Book 2972, Pages 1046 through and including 1048, Public Records of Seminole County, Florida, which encumbered the property located at 109 E. Lauren Court, Fern Park, Florida 32730, the legal description and parcel identification for which are as follows:

LOT 5, PRAIRIE LAKE MANORS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 18-21-30-5DX-0000-0050

(the "Property,") were made by **GREGG S. THOMPSON** and **ANNE R. THOMPSON,** husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/sjs
4/10/2008

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 15, 1998 and recorded in Official Records Book 3357, Pages 0723 through and including 0727, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000) (the "Note"), dated January 15, 1998 and recorded in the Official Records Book 3357, Pages 0728 through and including 0730, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated December 18, 1997, recorded in Official Records Book 3357, Pages 0732 through and including 0734, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2101 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 49, TWENTY WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-544-0000-0490

(the "Property,") were made by **REGINA VALLOT**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/
Date

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

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

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY EMERGENCY REPAIR HOUSING PROGRAM GRANT AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 19, 2001 and recorded in Official Records Book 4011, Page 0272, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated February 19, 2001, (hereinafter the "Agreements"), which encumbered the property located at 3470 Hunt Lane, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 18, FOX RUN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, PAGE 60 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-21-31-504-0000-0180

(the "Property,") was made by **DOROTHY WEEKS,** the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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
AWS/
3/14/2008

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 17, 1997 and recorded in Official Records Book 3317, Pages 1689 through and including 1693, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated October 17, 1997 and recorded in the Official Records Book 3317, Pages 1694 through and including 1697, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated September 26, 1997, and recorded in Official Records Book 3317, Pages 1698 through and including 1700, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 717 Cherokee Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 8, BLOCK U, SUNLAND ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGES 16 THROUGH 22, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 14-20-30-501-0U00-0080

(the "Property,") were made by **CHARLES W. WHITE** and **TERRY L. WHITE,** husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/sjs
3/26/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 19, 1996 and recorded in Official Records Book 3177, Pages 1844 through and including 1848, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND SEVEN HUNDRED FORTY-FOUR AND 34/100 DOLLARS ($9,744.34) (the "Note"), dated December 19, 1996 and recorded in the Official Records Book 3177, Pages 1849 through and including 1852, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated December 3, 1996, recorded in Official Records Book 3177, Pages 1853 through and including 1855, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2505 Highlawn Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 3, GENEVA TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 02-20-30-501-0000-0030

(the "Property,") were made by **SHEILA WHITE**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS/sjs
3/26/08

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

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

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 2, 1997 and recorded in Official Records Book 3298, Pages 0189 through and including 0193, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) (the "Note"), dated September 2, 1997 and recorded in the Official Records Book 3298, Pages 0194 through and including 0196, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated July 29, 1997, recorded in Official Records Book 3298, Pages 0197 through and including 0199, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 130 Lazy Circle, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

> ALL OF LOT 27, THE COLONNADES, THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 55 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; AND BEGINNING AT THE SOUTHEAST CORNER OF LOT 28 OF SAID THE COLONNADES, THIRD SECTION, RUN NORTH 32 DEGREES 22'44" WEST 119.03'; THENCE SOUTH 82 DEGREES 15'32" WEST 11.01'; THENCE SOUTH 32 DEGREES 22'44" EAST 122.97' TO A POINT ON A CURVE CONCAVE SOUTHERLY SAID POINT ON A CURVE BEING THE NORTHERLY RIGHT OF WAY LINE OF LAZY CIRCLE WITH A RADIUS OF 110.00', A CENTRAL ANGLE OF 05 DEGREES 14'10" AND A TANGENT BEARING OF NORTH 60 DEGREES 24'56 EAST; RUN THENCE EASTERLY ALONG THE ARC OF SAID CURVE 10.04' TO THE POINT OF BEGINNING.
>
> Parcel Identification Number: 04-21-30-510-0000-0270

(the "Property,") were made by **SHIRLEY WILLIAMS**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
BRENDA CAREY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

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

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

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 1, 2002 and recorded in Official Records Book 4399, Pages 1965 through and including 1968, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated May 1, 2002, and recorded in the Official Records Book 4399, Pages 1969 through and including 1971, Public Records of Seminole County, Florida, which encumbered the property located at 35 Merlin Court, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 15, BLOCK B, CAMELOT UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 83 AND 84 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 15-21-30-5BW-0B00-0150

(the "Property,") were made by **JAMES YOUNG,** a single person, and **KRISTINA HAMILTON,** a single person, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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

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

AWS/
3/14/2008

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request to Schedule and Advertise a Public Hearing for the County's Affordable Housing Advisory Committee

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

AUTHORIZED BY: David Medley **CONTACT:** Rob Heenan **EXT:** 2385

MOTION/RECOMMENDATION:
Authorization from the Board to schedule and advertise a public hearing amending Sections 40.262, 40.267 and 40.268 of Chapter 40, Part 12 Seminole County Code; revising certain terms, conditions and requirements for the County's Affordable Housing Advisory Committee membership, tenure, duties and responsibilities in conformance with Section 420.9076, Florida State Statutes.

County-wide Shelley McHaney

BACKGROUND:

The Florida Legislature passed Chapter 2007-198, Laws of Florida substantially amending section 420.9076, Florida Statute which became effective July 1, 2007, appointing an Affordable Housing Advisory Committee (AHAC).

The requested public hearing advertisement is scheduled for June 13, 2008 with the public hearing and Board approval for amendment to the ordinance scheduled for June 24, 2008.

STAFF RECOMMENDATION:

Staff recommends authorization from the Board to schedule and advertise a public hearing amending Sections 40.262, 40.267 and 40.268 of Chapter 40, Part 12 Seminole County Code; revising certain terms, conditions and requirements for the County's Affordable Housing Advisory Committee membership, tenure, duties and responsibilities in conformance with Section 420.9076, Florida State Statutes.

ATTACHMENTS:

1. Ordinance

Additionally Reviewed By:
☑ County Attorney Review (Robert McMillan)

ORDINANCE NO. 2008-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE PERTAINING TO AFFORDABLE HOUSING ASSISTANCE TO VERY LOW INCOME, LOW INCOME AND MODERATE INCOME HOUSEHOLDS IN SEMINOLE COUNTY; AMENDING SECTIONS 40.262, 40.267 AND 40.268 OF CHAPTER 40, PART 12 SEMINOLE COUNTY CODE; REVISING CERTAIN TERMS, CONDITIONS AND REQUIREMENTS FOR THE COUNTY'S AFFORDABLE HOUSING ADVISORY COMMITTEE MEMBERSHIP, TENURE, DUTIES AND RESPONSIBILITIES IN CONFORMANCE WITH SECTION 420.9076, FLORIDA STATUTES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County adopted Chapter 40, Part 12 of the Seminole County Code in 1993 to comply with the requirements of the State Housing Initiatives Program presently codified as Chapter 420, Part VII, sections 420.907 through, 420.9079, Florida Statutes;

WHEREAS, recent revisions to section 420.9076, Florida Statutes relative to the role of a locally appointed Affordable Housing Advisory Committee renders it necessary to update the Code to facilitate interpretation and implementation of the County's affordable housing strategies and Local Housing Assistance Plan; and

WHEREAS, the Board of County Commissioners finds and determines that the availability of safe, decent affordable housing for very low, low and moderate income households and the need for effective, innovative strategies to address that objective are matters of great public importance to the health,

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safety, welfare of the public and economic vitality of the County; and

WHEREAS, pursuant to Section 3.30, Seminole County Administrative Code, staff has prepared an Economic Impact Statement showing the economic impact of this Ordinance on the County, taxpayers and property owners, which Economic Impact Statement is now on file, available for public inspection and hereby approved by the Board;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Short Title. This Ordinance shall be known and referred to as the "Seminole County Affordable Housing Assistance Ordinance of 2008".

Section 2. Authority. This Ordinance is enacted under the authority of Section 1(g), Article VIII of the Constitution of the State of Florida, Chapter 125 and Chapter 420, Part VII, Florida Statutes, and under the authority of the general Home Rule Charter of the County of Seminole.

Section 3. Amendment of Section 40.262, Seminole County Code. Section 40.262 of the Code is hereby amended to read as follows:

Sec. 40.262. Definitions.

The following terms, when used in this Chapter shall have the meanings respectively assigned to term in this Section. The

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definitions set forth in Section 420.9071, Florida Statutes, and Rule 67-37.002, Florida Administrative Code, or their successor provisions, are hereby adopted for the purposes of this Chapter. The definitions in the Land Development Code of Seminole County shall also apply unless the context or intent of this Chapter clearly demands otherwise:

Community Development Administrator or CD Administrator: The Community Services Director or the Community Assistance Division Manager or their designee who has direct management responsibility for administration of the County's Local Housing Assistance Plan.

Local Housing Partnership (sometimes referred to as the "Partnership"): Implementation of the Seminole County Affordable Housing Assistance Program including, but not limited to the Seminole County Affordable Housing Assistance Plan, which will involve the Government of Seminole County and, potentially, municipalities within Seminole County, funding institutions, housing developers, community-based housing and community service organizations, and providers of professional services relating in diverse ways to affordable housing as well as providers of services such as, by way of example, daycare, health care and transportation providers.

Seminole County Local Housing Assistance Plan (sometimes referred to as the "LHAP"): A concise description of the

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Seminole County Affordable Housing Assistance Program adopted by this Chapter with a detailed explanation of the methods by which the Program will be implemented and meet the requirements of this Chapter, Sections 420.907 through 420.9079, Florida Statutes, and other applicable law. Such methods of implementation shall include, but not be limited to, the uses of all County funds, whether the source be Federal, State or local, which will be used to provide and encourage affordable housing in Seminole County.

Seminole County Affordable Housing Assistance Program (sometimes referred to as the "Program"): The framework, as established by this Chapter, for addressing affordable housing needs in Seminole County.

Seminole County Affordable Housing Incentive Plan (sometimes referred to as the "Incentive Plan"): A plan of regulatory incentives, policies, strategies, procedures, and plan amendments, including comprehensive plan amendments directed at the goal of making housing available at affordable prices by means such as cost reduction, expedited permitting and impact fee rebates in the development process as shall have been recommended by the Affordable Housing Advisory Committee to be approved by the Board for incorporation into the LHAP and any amendments thereto pursuant to sections 40.267 and 40.268 of this Code.

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Target Group: Means one or more natural persons, a family or household, not including students, that has a total annual adjusted gross household income from all sources that is equal to or less than that person, family or household whose income falls within the statutory definition of Very Low Income, Low Income or Moderate Income for the Orlando Metropolitan Statistical area, as adjusted per household size. The term "Target Group" also includes essential services personnel as defined in the LHAP, as well as persons or households, not including students, who have special housing needs including, but not limited to single parent households with children, handicapped headed households, households with incomes less than 30 percent median income, homeless people and families and migrant farmworkers, and those persons or families recovering from acute substance or domestic violence abuse who meet the income criteria set forth in the first sentence of this definition.

Section 4. Amendment of Section 40.267, Seminole County Code. Section 40.267 of the Code is hereby amended to read as follows:

Sec. 40.267. Affordable housing advisory committee.

(a) There is hereby ~~created~~ <u>established</u> the "Seminole County Affordable Housing Advisory Committee" (sometimes

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referred to as the "Committee") whose members shall be appointed by the Board pursuant to resolution.

(b) The Committee shall consist of ~~nine~~ eleven members who shall be residents and electors of Seminole County. ~~Five~~ Seven members shall constitute a quorum. The Committee may not take formal action unless a quorum is present but may meet to hear presentations if duly noticed. The Committee shall include the following members:

(1) One member who is actively engaged in the residential home building industry in connection with affordable housing;

(2) One member who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;

(3) One member who is a representative of those areas of labor engaged in home building in connection with affordable housing;

(4) One member who is designated as an advocate for low income persons in connection with affordable housing;

(5) One member who is actively engaged as a for-profit provider of affordable housing; ~~and~~

(6) One member who is actively engaged as a not-for-profit provider of affordable housing; ~~and~~

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~~(6)~~ (7) One member who is a real estate professional in connection with affordable housing;

(8) One citizen who actively serves on the County's Land Planning Agency as created pursuant to section 163.3174, Florida Statutes and implemented by Chapter 7, Seminole County Land Development Code;

(9) One member whose primary residence is within Seminole County;

(10) One member who represents employers within Seminole County; and

(11) One member who represents Essential Services Personnel as that term is defined in the County's Local Housing Assistance Plan.

(c) Members shall serve for ~~two year~~ initial terms as set forth below and thereafter for staggered, four year terms ~~and may be reappointed for subsequent terms.~~ according to the following schedule:

(1) Members designated by subsections (b)(1), (b)(2), (b)(3) and (b)(4), above shall serve an initial two (2) year term;

(2) Members designated by subsections (b)(5), (b)(6), (b)(7) and (b)(8), above shall serve an initial four (4) year term; and

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(3) Members designated by subsections (b)(9), (b)(10) and (b)(11), above shall serve an initial six (6) year term.

(d) Meetings shall be held no less than bi-monthly for the first year of Committee's existence and no less than quarterly thereafter.

(e) The Committee shall comply with all public meetings and public records laws and the special provisions regarding meeting notices set forth in Chapter 420, Florida Statutes. Minutes of each meeting will be kept by the Community ~~Development Administrator~~ Services Director.

(f) The Committee shall annually elect a Chairman, Vice-Chairman and such other officers as it deems necessary. The Chairman shall conduct the meetings consistent with law.

(g) Staff, administrative and facility support for the Committee shall be provided by the County.

(h) The Committee shall have the following duties:

(1) The Committee shall triennially review County policies, goals, objectives, procedures, ordinances, land development regulations, and the Seminole County Comprehensive Plan and shall recommend specific initiatives to encourage or facilitate affordable housing ~~while protecting the ability of real property to appreciate in value~~. Recommendations may include the modification or repeal of existing and the establishment or enactment of

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new, policies, goals, objectives, procedures, ordinances, regulations, exceptions thereto or Seminole County Comprehensive Plan provisions applicable to affordable housing. The Committee shall triennially recommend to the Board of County Commissioners ~~the adoption of an Affordable Housing Incentive Plan within nine months of the effective date of this Ordinance and yearly thereafter, if required by the Board.~~ in the form of a written report of its findings, evaluations and recommendations. The ~~recommended Incentive Plan~~ triennial report shall, at a minimum, ~~include and discuss~~ address the following:

~~(A) The definition of affordable housing.~~

~~(B) The expedited processing of permits for affordable housing projects.~~

~~(C) The modification of impact fee requirements including, but not limited to, reduction or waiver of fees and alternative methods of fee payment.~~

~~(D) The allowance of increased density levels.~~

~~(E) The reservation of infrastructure capacity for housing of very low income, low income and moderate income (as defined herein) households.~~

~~(F) The transfer of development rights as a financing mechanism for housing of very low income,~~

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~~low income and moderate income households (as defined herein).~~

~~(G) The reduction of parking and setback requirements.~~

~~(H) The allowance of zero lot line configurations.~~

~~(I) The modification of sidewalk and street requirements.~~

~~(J) The establishment of a process by which the County considers, before adoption, policies, goals, objectives, procedures, ordinances, regulations, or provisions of the Seminole County Comprehensive Plan that have a significant impact on the costs of housing.~~

(A) The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), so that affordable housing projects can be expedited to a greater degree than other projects.

(B) The modification of impact-fee requirements, including, but not limited to the practicality of reduction, waiver or alternative methods of impact fee payment funding for affordable housing.

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(C) The allowance of flexibility in densities for affordable housing.

(D) The reservation of infrastructure capacity for housing for very-low-income persons, low-income, and moderate-income households.

(E) The allowance of affordable accessory residential units in residential zoning districts.

(F) The reduction of parking and setback requirements for affordable housing.

(G) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

(H) The modification of street requirements for affordable housing.

(I) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

(J) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

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(K) The support of development near transportation hubs and major employment centers and mixed-use developments.

(2) The Committee's review of the County's implementation of previously recommended affordable housing strategies and approval of its current recommended strategies shall be ~~shall make recommendations when approved~~ made by ~~a~~ affirmative vote of a majority of its membership at a public hearing. Notice of the time, date and place of the public hearing of the Committee to adopt a recommended Affordable Housing Incentive Plan shall be advertised in a newspaper of general circulation in Seminole County before the hearing. The notice shall contain a short, concise summary of the recommendations and Plan to be considered by the Committee. The notice shall also state the place where a copy of the tentative Committee recommendations and draft Incentive Plan can be obtained.

~~(3) The Committee shall prepare a printed inventory of public lands owned by various governmental entities within Seminole County which may be suitable for the development of affordable housing.~~

Not for Execution

Section 5. Amendment of Section 40.268, Seminole County Code. Section 40.268 of the Code is hereby amended to read as follows:

Sec. 40.268. Seminole County affordable housing strategies and recommendations ~~incentive plan~~ adoption.

(a) Within 90 days after the date of the receipt of the triennial recommended Affordable Housing Incentive Plan from the Affordable Housing Advisory Committee, the Board of County Commissioners shall ~~consider the adoption, by ordinance, of the Incentive Plan as it may be amended by the Board of County Commissioners~~ adopt an amendment to its LHAP, or if the report coincides with the formulation of a new LHAP, said amendment and the new LHAP shall at a minimum include the strategies required under section 420.9071(16), Florida Statutes and shall consider those additional strategies and recommendations contained in the triennial report as delineated in section 40.267(h)(1) of this Part.

~~(b) The Incentive Plan shall, at a minimum:~~

~~(1) Consist of specific incentives encouraging and facilitating affordable housing.~~

~~(2) Schedule the implementation of the incentives.~~

~~(3) Schedule implementation of expedited permit processing for affordable housing projects.~~

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~~(4) Include a process for review of County policies, goals, objectives, ordinances, regulations and provisions of the Seminole County Comprehensive Plan that significantly impact the costs of housing.~~

~~(5) To the extent practicable, the recommended Plan shall quantify anticipated cost reductions which could result from implementation of specific recommendations.~~

~~(c) The Clerk to the Board shall, upon adoption of the Incentive Plan, provide a certified copy to the Florida Housing Finance Corporation.~~

(c) Upon the adoption of any amendment to the LHAP incorporating such recommended strategies, the Clerk shall notify the Florida Housing Finance Corporation by certified United States Mail of said adoption which notice shall include a copy of the amended LHAP as approved by the Board.

Section 6. Codification. It is the intention of the Board of County Commissioners that the provisions of sections 3, 4 and 5 of this Ordinance shall become and be made a part of the Seminole County Code and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that the Recitals as well as sections 1, 2, 6, 7 and 8 of this Ordinance shall not be codified.

Not Effective

Section 7. 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 8. Effective date. This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk to the Board of County Commissioners.

ENACTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

_____

BRENDA CAREY, Chairman

Not for Execution

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release Performance & Payment Agreement w/ Letter of Credit for Maple Leaf Commerce Center

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

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

MOTION/RECOMMENDATION:
Authorize the release of the Performance and Payment Agreement with Letter of Credit #55101928 in the amount of $67,000.00 for the project known as Maple Leaf Commerce Center.

District 1 Bob Dallari Bob Briggs

BACKGROUND:
Performance Bond # 55101928 in the amount of $67,000.00 was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals (1) Bonds to secure the construction and completion of the Maple Leaf Commerce Center improvements.

The Performance Bond was replaced with a 2-year Cash Maintenance Bond to ensure the maintenance of the project improvements. Staff has conducted the final construction inspection and found that all construction requirements were completed per the approved final engineering plan.

STAFF RECOMMENDATION:
Staff recommends the Board to authorize the release of the Performance and Payment Agreement with Letter of Credit for Maple Leaf Commerce Center.

ATTACHMENTS:

1. Performance Bond

Additionally Reviewed By:
No additional reviews

Performance and Payment Agreement

(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 19 day of NOVEMBER, 2007, between INDRUNAS ENTERPRISES, hereinafter referred to as "DEVELOPER" Developer of MAPLE LEAF COMMERCE CENTER and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

1. The DEVELOPER hereby delivers to the COUNTY, an irrevocable Letter of Credit No. 5510198 of Regions Bank in the sum of $ 67,000 to guarantee full completion land payment for all water and sewer improvements set forth on the approved plans and specifications for the above development.

2. The COUNTY agrees to accept the Irrevocable Letter of Credit and to return and draw on same in the following manner:

a. To return to Regions Bank upon request by DEVELOPER and proof satisfactory to the COUNTY that work has been completed in accordance with all applicable requirements, said proof to include a certificate to that effect signed by the DEVELOPER, the DEVELOPER'S Engineer, the COUNTY'S Director of Environmental Services and, upon proof satisfactory to the COUNTY that all bills thereof have been paid, including, but not limited to, bills for surveying, engineering and land clearing, and work and materials used in the construction of water and sewer lines and other required improvements which are included in the plans and specifications for the said development.

b. To draw upon the Letter of Credit in accordance with its terms upon a determination that any portion or all of the improvements have not been completed in accordance with the approved plans and specifications within 180 calendar days from the date of this Agreement; provided, however, that if the work is not completed within 180 days and the DEVELOPER has made substantial progress towards completion of the required improvements and is prosecuting completion of the work and the public interest is served thereby, the COUNTY may extend the time for performance hereunder to a time no later than thirty (30) days prior to the expiration date of the Letter of Credit. The COUNTY is hereby authorized, but not obligated to take over and perform or cause to be performed any such uncompleted work and to use for such purposes the funds available under said Letter of Credit 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 consequential, which may be sustained on account of DEVELOPER'S failure to perform in accordance with this Agreement.

c. The COUNTY is authorized to draw on the Letter of Credit to pay any bills for said improvements upon proof satisfactory to the COUNTY that such claims are just and unpaid and the DEVELOPER hereby consents to any such payments and authorizes and ratifies any such action on the part of the COUNTY and agrees to protect and save harmless the COUNTY from any claims of any persons whomsoever on account of any improvements which have not been completed or paid for or which have been completed or paid for by the COUNTY.

ATTEST:

_____, Secretary

DEVELOPER:

By: _____, President

WITNESSES:

Department of Environmental Services
Utilities Division
Seminole County, Florida

Utilities Manager

Date: 11/29/07

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

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 29 day of November, 2007 by Gary Lee Rudolph, the Utilities Manager of SEMINOLE COUNTY, a political subdivision of the State of Florida, on behalf of the County. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA
SHEENA RENA BRITTON-MCKINNEY
MY COMMISSION # DD 488315
EXPIRES: November 6, 2009
Bonded Thru Budget Notary Services

Notary Seal

REGIONS BANK

417 NORTH 20TH STREET, 5TH FL, BIRMINGHAM, ALABAMA 35203
PHONE (866) 828-6928 FAX (205) 801-5788
S.W.I.F.T. UPNBUS44MIA TELEX 6737871 UPBMIA

BENEFICIARY:
SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS
SEMINOLE COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771

APPLICANT:
INDRUNAS ENTERPRISES, LLC
435 AVELN AVE C
OVIEDO, FL 32765

IRREVOCABLE LETTER OF CREDIT NO. 55101928

DEAR COMMISSIONERS:

BY ORDER OF INDRUNAS ENTERPRISES, LLC, WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON REGIONS BANK UP TO AN AGGREGATE AMOUNT OF USD$67,000.00 AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE PERFORMANCE AND PAYMENT AGREEMENT DATED NOVEMBER 19, 2007, BETWEEN INDRUNAS ENTERPRISES, LLC AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE NOVEMBER 26, 2008, AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 55101928 OF REGIONS BANK, DATED NOVEMBER 26, 2007, AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT OF A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT, THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PERFORMANCE AND PAYMENT AGREEMENT WITH INDRUNAS ENTERPRISES, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TOT HE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELED". IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE PERFORMANCE AND PAYMENT AGREEMENT DATED NOVEMBER 19, 2007, TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY SAID PERFORMANCE AND PAYMENT AGREEMENT, YOU WILL RETURN THE ORIGINAL IRREVOCABLE LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED".

WE HEREBY ENGAGE WITH DRAWERS, ENDORSERS, AND BOND FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

FILED IN OFFICE
MARYANNE MORSE
CLERK CIRCUIT COURT
2007 NOV 27 PM 3:16
SEMINOLE CO. FLA.
BY D.C.

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

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 PERFORMANCE AND PAYMENT AGREEMENT DATED NOVEMBER 19, 2007, AND REFERENCED HEREIN.

A DISCREPANCY FEE OF $75.00 WILL BE CHARGED ON ALL SETS OF DOCUMENTS
PRESENTED THAT ARE NOT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LETTER OF CREDIT EVEN IN INSTANCES WHERE CONFORMING DOCUMENTS MAY BE PRESENTED AT A LATER TIME.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98) WHICH WAS EFFECTIVE JANUARY 1, 1999.

VERY TRULY YOURS,

AUTHORIZED SIGNATURE

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: FPL Right of Way Consent Agreement Elder Road

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 "Elder Road/Orange Blvd.Water Main and Force Main".

District 5 Brenda Carey Dennis Westrick

BACKGROUND:

As part of the Elder Road/Orange Boulevard Water Main and Force Main Project, a Memorandum of Right-of-Way Consent Agreement and Right-of-Way Consent Agreement from Florida Power and Light Company (FPL) is needed for the County's construction and future maintenance of its project within FPL's easement area. Attached are the Memorandum of Right-of-Way Consent Agreement and Right-of-Way Consent Agreement with accompanying 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 "Elder Road/Orange Blvd. Water Main and Force Main".

ATTACHMENTS:

1. FPL ROW Consent Agreement Elder Rd-Orange Blvd WM & FM

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

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 109 at Page 475, O.R. Book 132 at Page 231, O.R. Book 183 at Page 144 and O.R. Book 183 at Page 145, 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 12" PVC water main crossing FPL easement perpendicular and extending within outermost five (5') feet of easement with associated appurtenances, i.e. fire hydrant assemblies, 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 A51X5 & B51X5 through A51X7 & B51X7 as set forth in Exhibit "A" 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

_____
Name (Print):

By:_____
Its: Corporate Real Estate Manager
Print Name: J. T. Corson

_____
Signature

_____
Name (Print):

LICENSEE:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BRENDA CAREY, Chairman

Date: _____

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:

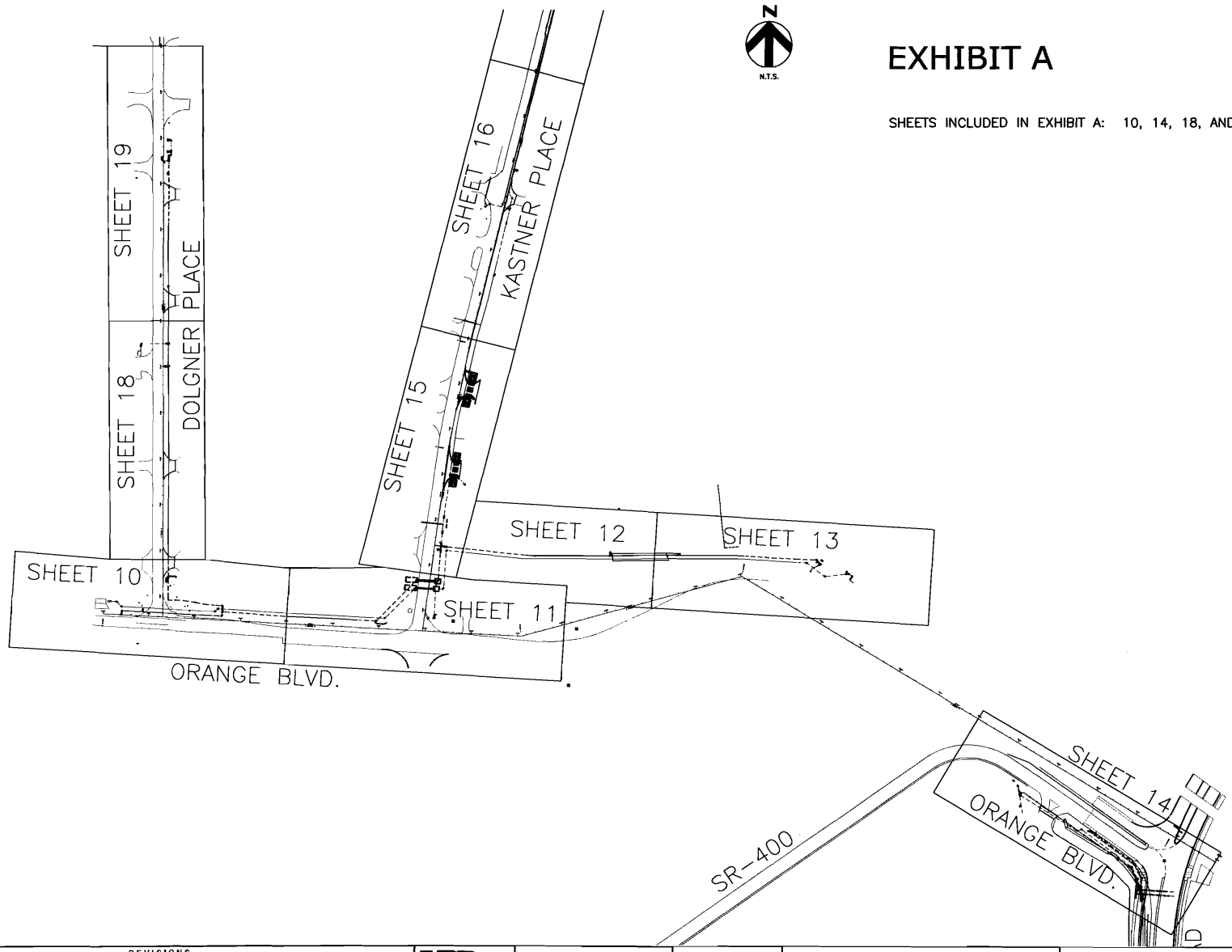
EXHIBIT A

Legal Description Port of Sanford

Government Lot 5, Section 16, Township 19 South, Range 30 East, and Lots 1, 2, 3, 4 of Block B, Lots 1, 2, 3, 5, 6, 7, 8 of Block 1, Lots 1, 2, 3, 4, 6, 7, 8 of Block 47, Lots 1, 2, 3 of Block A, less right of way for Interstate No. 4, of Sanford Farms as Recorded in Plat Book 1, Pages 127, 128, 128½ of Public Records, Seminole County, Florida.

EXHIBIT A

SHEETS INCLUDED IN EXHIBIT A: 10, 14, 18, AND 19



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR
HDR Engineering, Inc.
315 E Robinson Street, Suite 400
Orlando, FL 32801-1948
www.hdrinc.com
CA 4213

(SIGNATURE)
GLEN T. PARTLOW, P.E.
FL. P.E. LICENSE NO.: 58725
(DATE)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
SEMINOLE COUNTY PROJECT NO.: 216501
APPROVED BY: DATE:

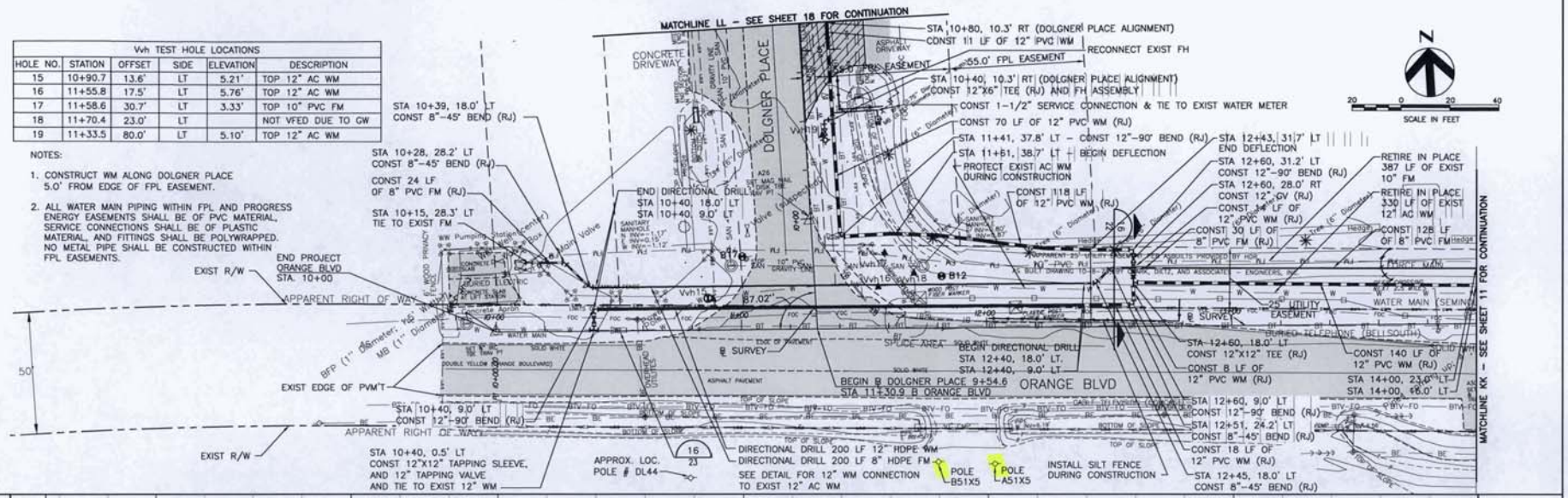
ELDER ROAD/ORANGE BLVD.
WATER MAIN AND FORCE MAIN
KEY MAP
EXHIBIT A

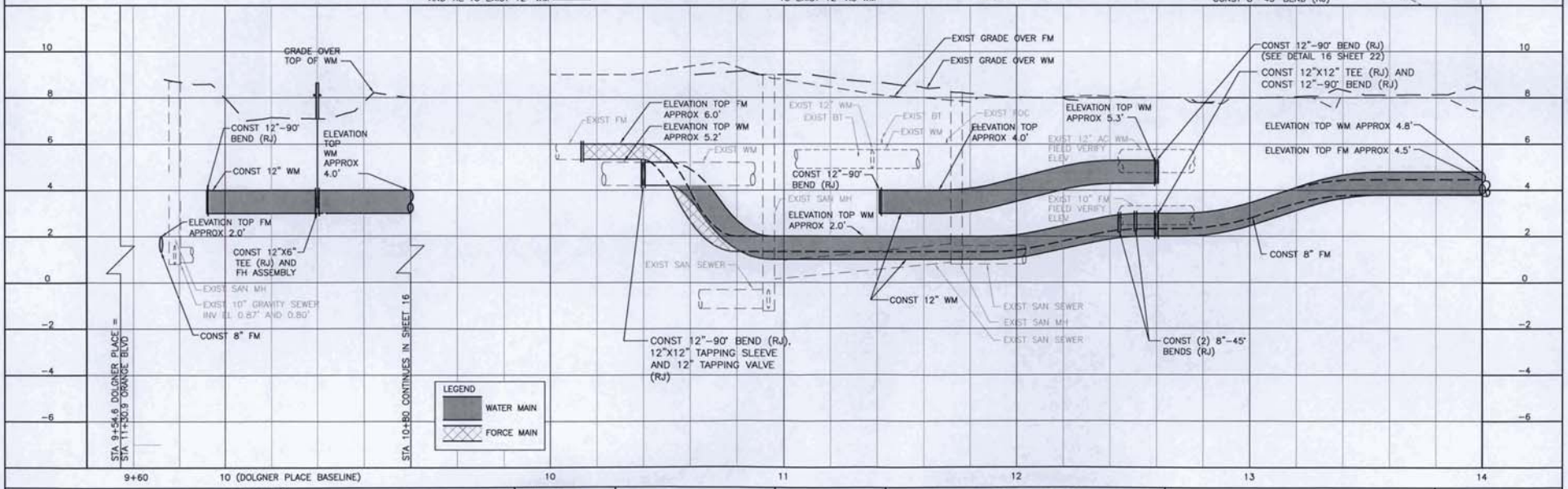
SCALE: N.T.S.
SHEET NO. 3 OF 24

Vvh TEST HOLE LOCATIONS					
HOLE NO.	STATION	OFFSET	SIDE	ELEVATION	DESCRIPTION
15	10+90.7	13.6'	LT	5.21'	TOP 12" AC WM
16	11+55.8	17.5'	LT	5.76'	TOP 12" AC WM
17	11+58.6	30.7'	LT	3.33'	TOP 10" PVC FM
18	11+70.4	23.0'	LT		NOT VFED DUE TO GW
19	11+33.5	80.0'	LT	5.10'	TOP 12" AC WM

NOTES:

1. CONSTRUCT WM ALONG DOLGNER PLACE 5.0' FROM EDGE OF FPL EASEMENT.
2. ALL WATER MAIN PIPING WITHIN FPL AND PROGRESS ENERGY EASEMENTS SHALL BE OF PVC MATERIAL, SERVICE CONNECTIONS SHALL BE OF PLASTIC MATERIAL, AND FITTINGS SHALL BE POLYWRAPPED. NO METAL PIPE SHALL BE CONSTRUCTED WITHIN FPL EASEMENTS.





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR

HDR Engineering, Inc. 315 E Robinson Street, Suite 600 Orlando, FL 32801-1949 www.hdrinc.com EA 4313

(SIGNATURE) GLEN T. PARTLOW, P.E. FL. P.E. LICENSE NO.: 58725

(DATE)

SEMINOLE COUNTY FLORIDA'S NATURE COUNTY

SEMINOLE COUNTY ENVIRONMENTAL SERVICES

SEMINOLE COUNTY PROJECT NO.: 218501

APPROVED BY: DATE:

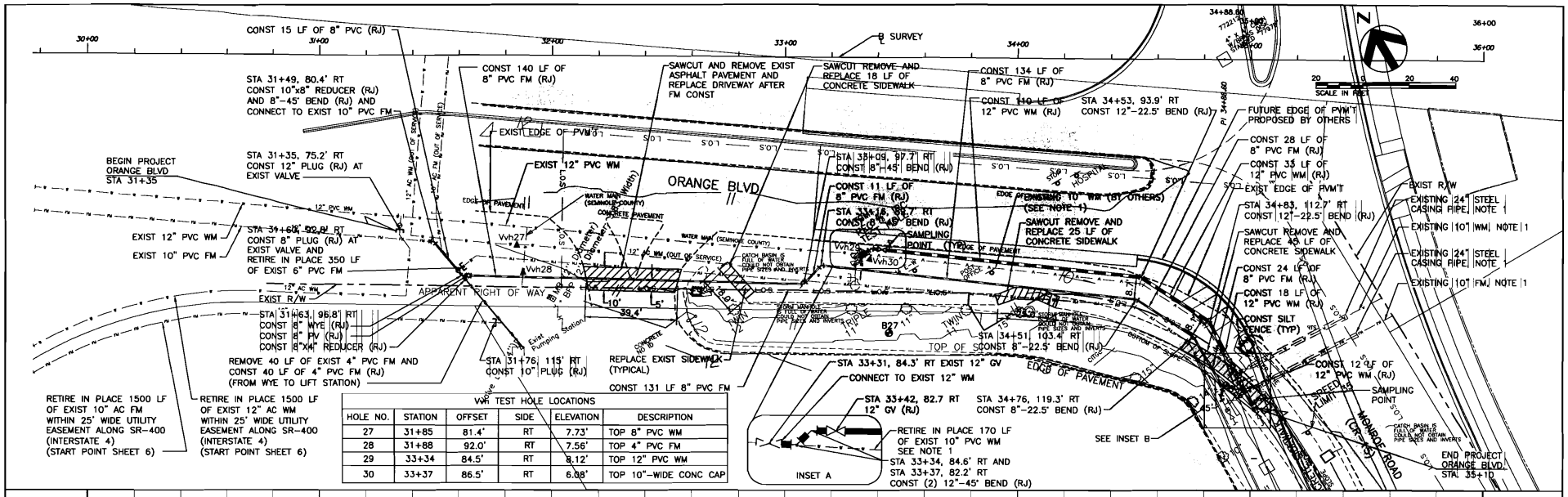
ELDER ROAD/ORANGE BLVD. WATER MAIN AND FORCE MAIN

PLAN AND PROFILE

EXHIBIT A

SCALE: 1" = 20'

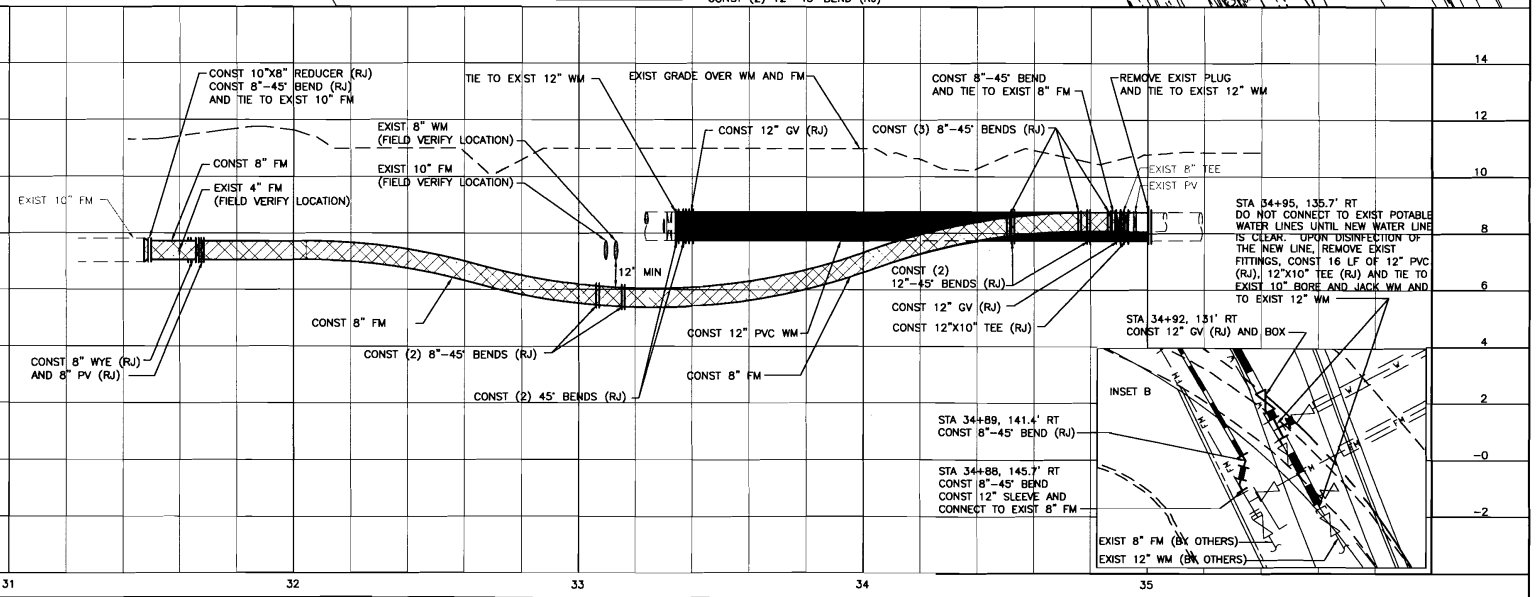
SHEET NO. 10 OF 24



VWH TEST HOLE LOCATIONS					
HOLE NO.	STATION	OFFSET	SIDE	ELEVATION	DESCRIPTION
27	31+85	81.4'	RT	7.73'	TOP 8" PVC WM
28	31+88	92.0'	RT	7.56'	TOP 4" PVC FM
29	33+34	84.5'	RT	8.12'	TOP 12" PVC WM
30	33+37	86.5'	RT	6.08'	TOP 10"-WIDE CONC CAP

NOTES:

1. APPROXIMATE LOCATION BASED ON CONSTRUCTION DRAWINGS; CONTRACTOR TO FIELD VERIFY.
2. MINIMUM COVER OVER PIPES LOCATED UNDER ROADWAY SHALL BE 48". ALL OTHER LOCATIONS SHALL HAVE A MINIMUM COVER OF 36" UNLESS SHOWN OTHERWISE.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR
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315 E Robinson Street, Suite 400
Orlando, FL 32801-1948
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CA 4213

(SIGNATURE)
GLEN T. PARTLOW, P.E.
FL. P.E. LICENSE NO.: 58725
(DATE)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
SEMINOLE COUNTY PROJECT NO.: 218501
APPROVED BY:
DATE:

ELDER ROAD/ORANGE BLVD.
WATER MAIN AND FORCE MAIN
PLAN AND PROFILE
EXHIBIT A

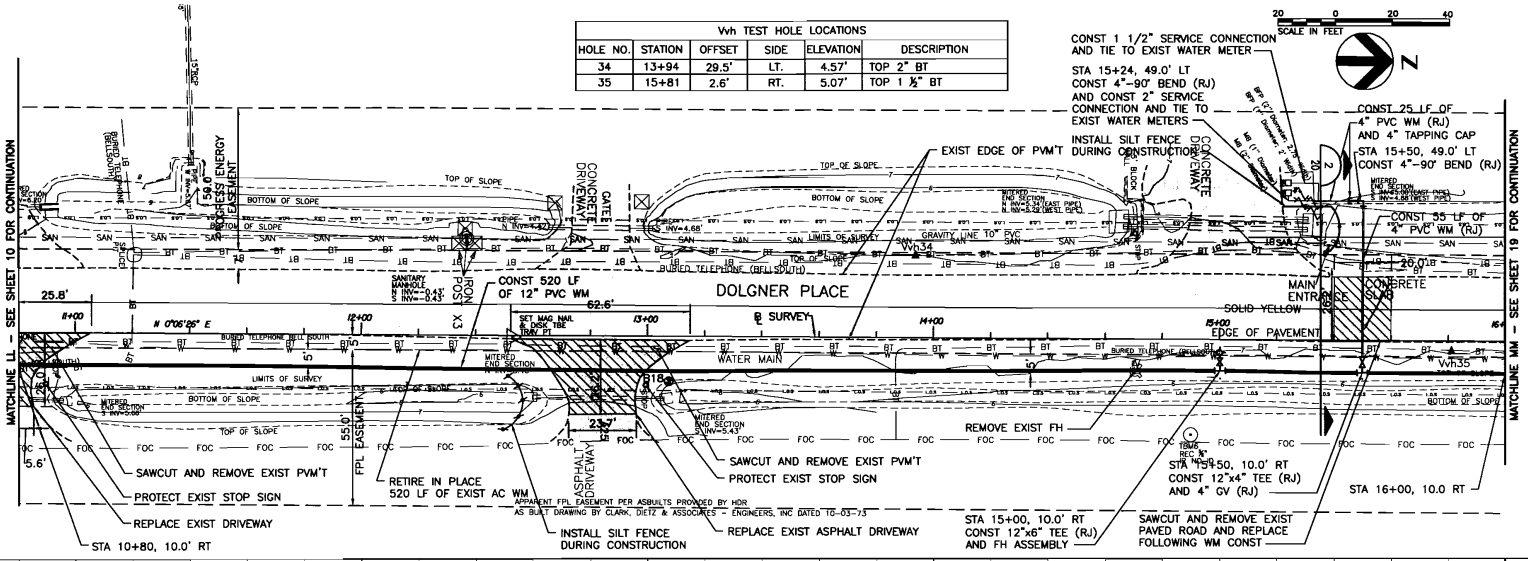
SCALE: 1" = 20'

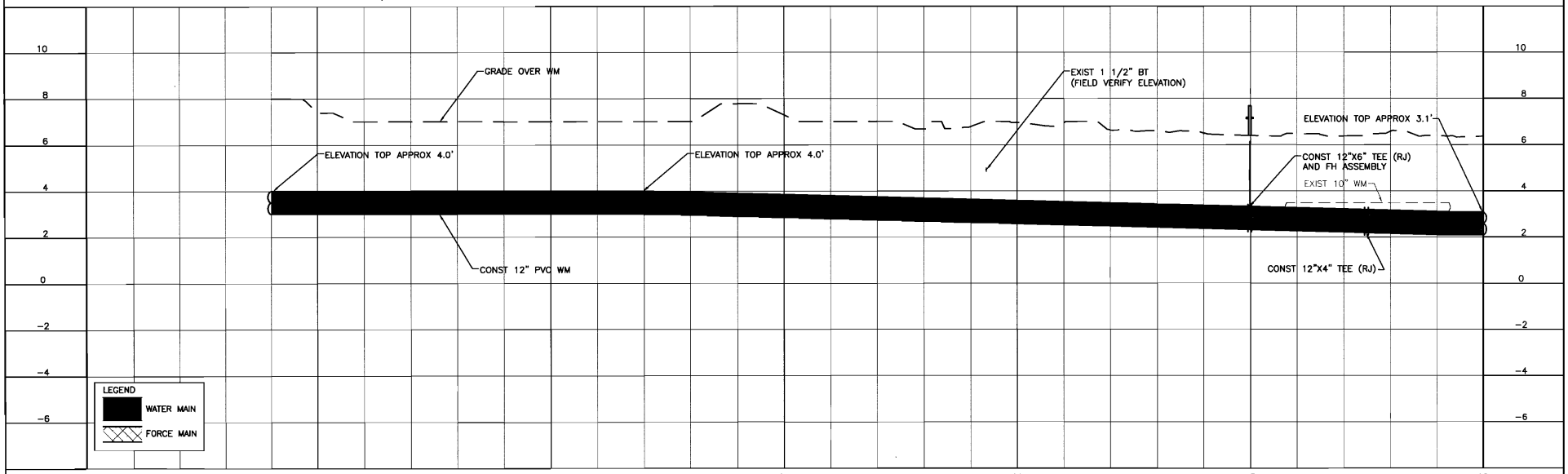
SHEET NO. 14 OF 24

Vvh TEST HOLE LOCATIONS					
HOLE NO.	STATION	OFFSET	SIDE	ELEVATION	DESCRIPTION
34	13+94	29.5'	LT.	4.57'	TOP 2" BT
35	15+81	2.6'	RT.	5.07'	TOP 1 ½" BT

NOTES:

1. CONSTRUCT WM 5.0' FROM EDGE OF FPL EASEMENT.
2. ALL WATER MAIN PIPING WITHIN FPL EASEMENT SHALL BE OF PVC MATERIAL, SERVICE CONNECTIONS SHALL BE OF PLASTIC MATERIAL, AND FITTINGS SHALL BE POLYWRAPPED. NO METAL PIPE SHALL BE CONSTRUCTED WITHIN FPL EASEMENTS.





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR
HDR Engineering, Inc.
315 E Robinson Street, Suite 400
Orlando, FL 32801-1949
www.hdrinc.com
CA 4213

(SIGNATURE)
GLEN T. PARTLOW, P.E.
FL. P.E. LICENSE NO.: 58725
(DATE)

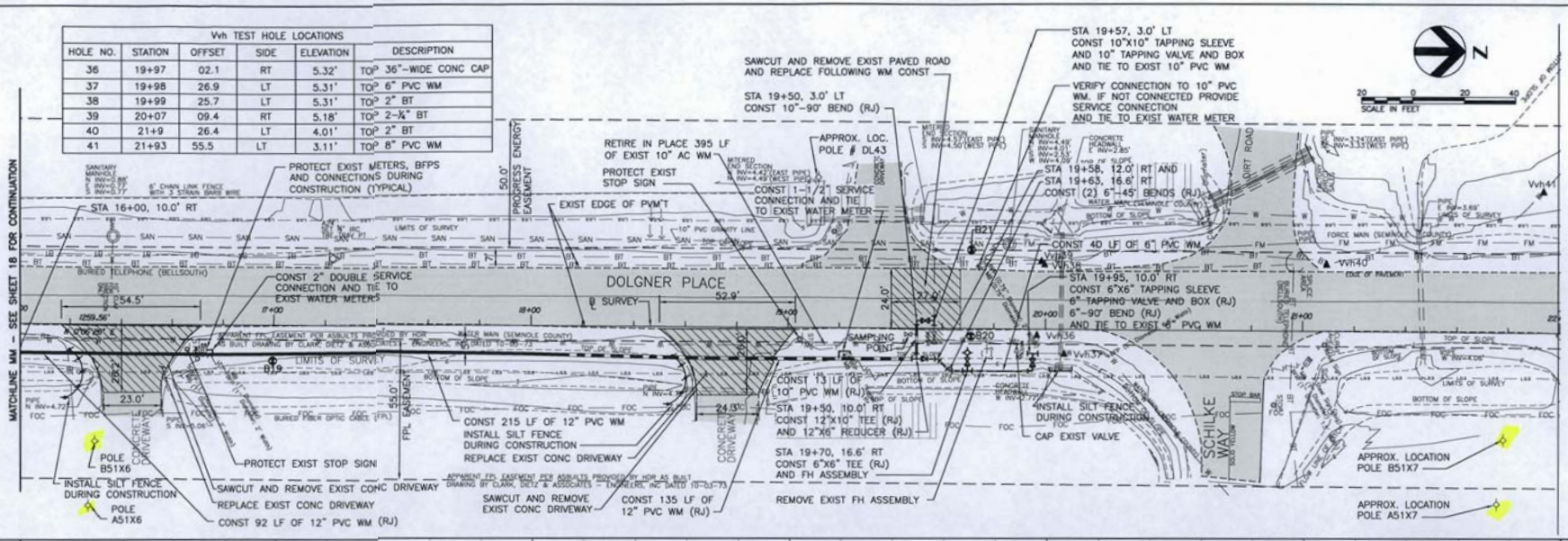
SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

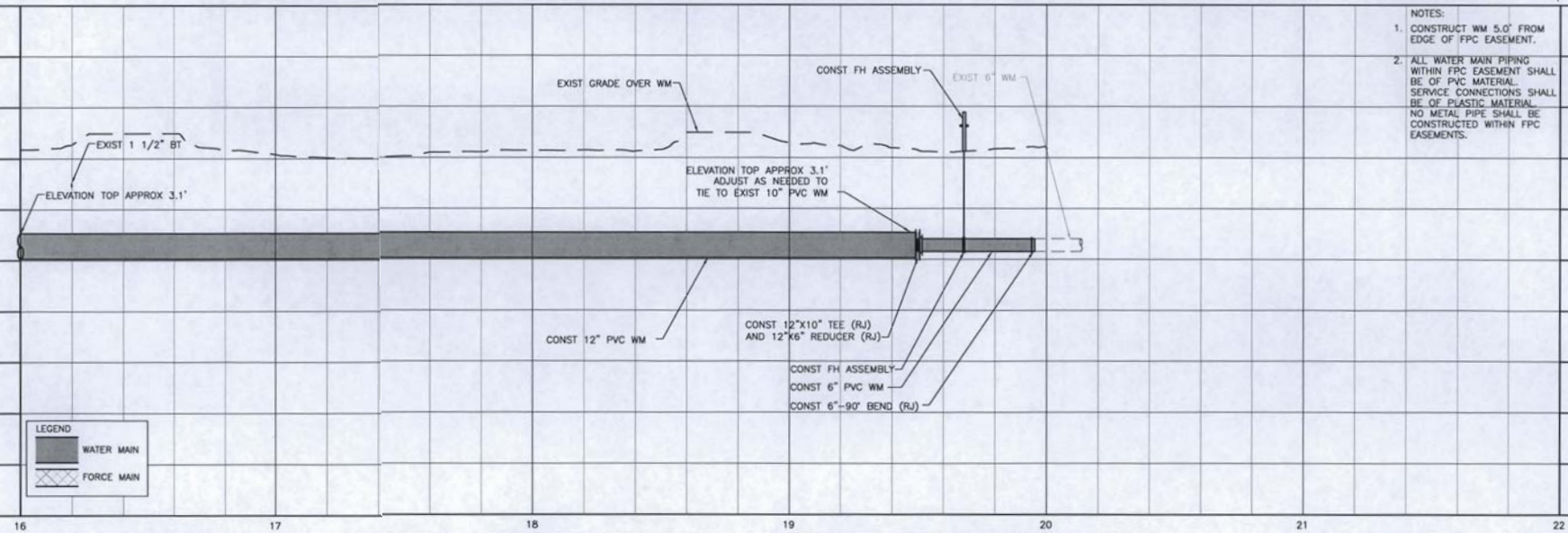
SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
SEMINOLE COUNTY PROJECT NO.: 216501
APPROVED BY: DATE:

ELDER ROAD/ORANGE BLVD.
WATER MAIN AND FORCE MAIN
PLAN AND PROFILE
EXHIBIT A

SCALE: 1" = 20'
SHEET NO. 18 OF 24

Vvh TEST HOLE LOCATIONS					
HOLE NO.	STATION	OFFSET	SIDE	ELEVATION	DESCRIPTION
36	19+97	02.1	RT	5.32'	TOP 36"-WIDE CONC CAP
37	19+98	26.9	LT	5.31'	TOP 6" PVC WM
38	19+99	25.7	LT	5.31'	TOP 2" BT
39	20+07	09.4	RT	5.18'	TOP 2-¼" BT
40	21+9	26.4	LT	4.01'	TOP 2" BT
41	21+93	55.5	LT	3.11'	TOP 8" PVC WM





NOTES:

1. CONSTRUCT WM 5.0' FROM EDGE OF FPC EASEMENT.
2. ALL WATER MAIN PIPING WITHIN FPC EASEMENT SHALL BE OF PVC MATERIAL. SERVICE CONNECTIONS SHALL BE OF PLASTIC MATERIAL. NO METAL PIPE SHALL BE CONSTRUCTED WITHIN FPC EASEMENTS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR

(SIGNATURE)
GLEN T. PARTLOW, P.E.
FL. P.E. LICENSE NO.: 58725
(DATE)

SEMINOLE COUNTY
FLORIDA'S NATURE COUNTY

SEMINOLE COUNTY ENVIRONMENTAL SERVICES
SEMINOLE COUNTY PROJECT NO.: 215501
APPROVED BY: DATE:

ELDER ROAD/ORANGE BLVD.
WATER MAIN AND FORCE MAIN
PLAN AND PROFILE
EXHIBIT A

SCALE: 1" = 20'
SHEET NO. 19 OF 24

Line Name: Poinsett – Sanford 1, 2, & 3
Structure No.: A51X5 & A51X6, B51X5 & B51X6
Section(s), Township, Range: 16 & 21, 19S, 30E

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 109 at Page 475, O.R. Book 132 at Page 231, O.R. Book 183 at Page 144 and O.R. Book 183 at Page 145, Public Records of Seminole County, Florida. The said area within 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 installation of 12" PVC water main crossing FPL easement perpendicular and extending within outermost five (5') feet of easement with associated appurtenances, i.e. fire hydrant assemblies per attached print submitted by HDR Engineering, Inc. dated February 7, 2008, 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, Licensee shall comply as set forth in paragraph 2 herein.

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, at the option of the 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:

_____
Signature:
Print Name: _____

_____
Signature:
Print Name: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
Its: Corporate Real Estate Project Manager
Print Name: J. T. Corson

LICENSEE:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at its _____, 2008, regular meeting.

ATTEST:

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

For the use and reliance
of Seminole County only.

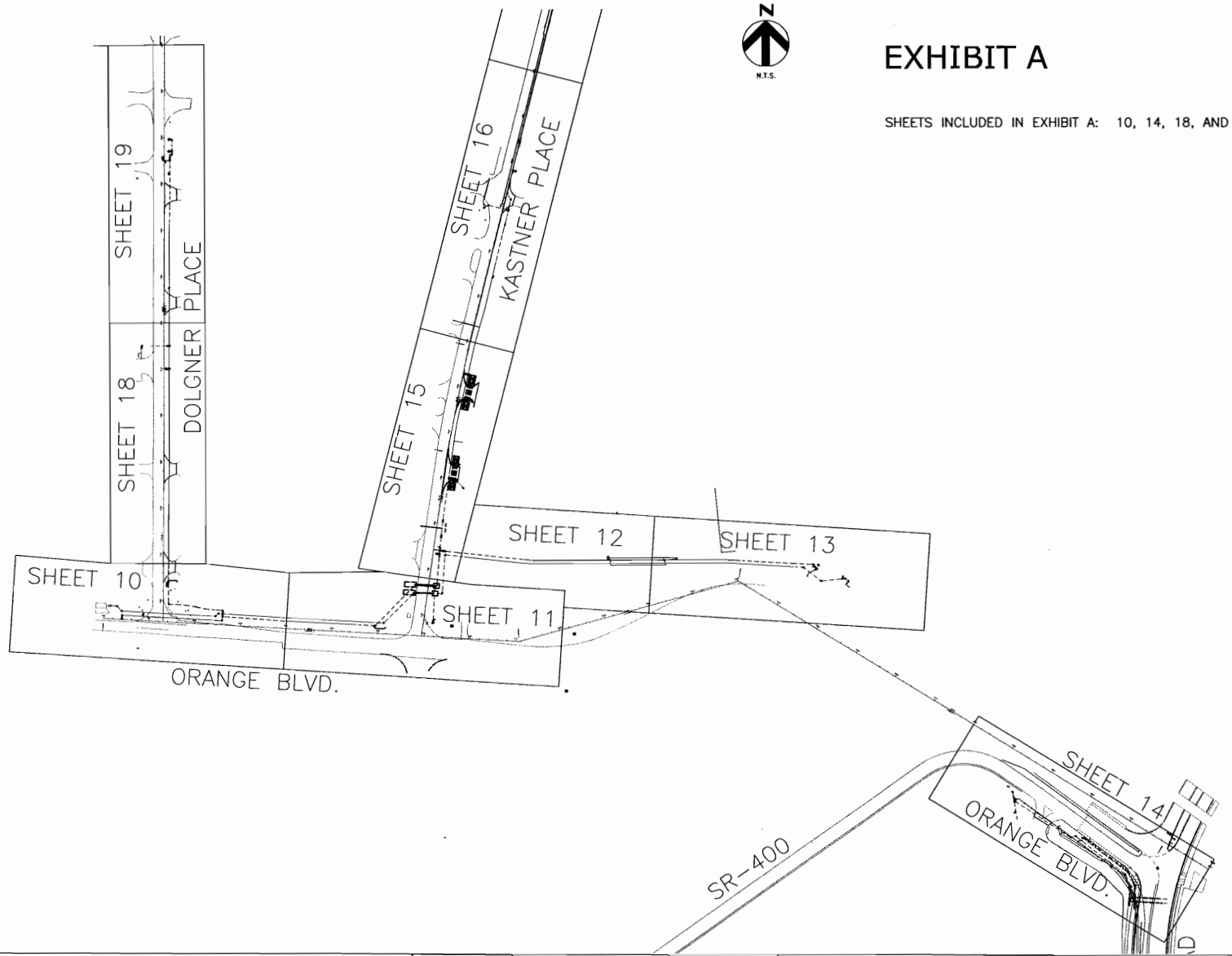
Approved as to form and legal sufficiency.

_____
County Attorney

Form 3740 Rev. 10/9/95

EXHIBIT A

SHEETS INCLUDED IN EXHIBIT A: 10, 14, 18, AND 19



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR

HDR Engineering, Inc.
315 E Robinson Street, Suite 450
Orlando, FL 32801-1942
www.hdrinc.com
CA 4213

(SIGNATURE)
GLEN T. PARTLOW, P.E.
FL P.E. LICENSE NO.: 58725

(DATE)

SEMINOLE COUNTY
FLORIDA'S NATURE COAST

SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
SEMINOLE COUNTY PROJECT NO.: 216501

APPROVED BY: DATE:

ELDER ROAD/ORANGE BLVD.
WATER MAIN AND FORCE MAIN
KEY MAP
EXHIBIT A

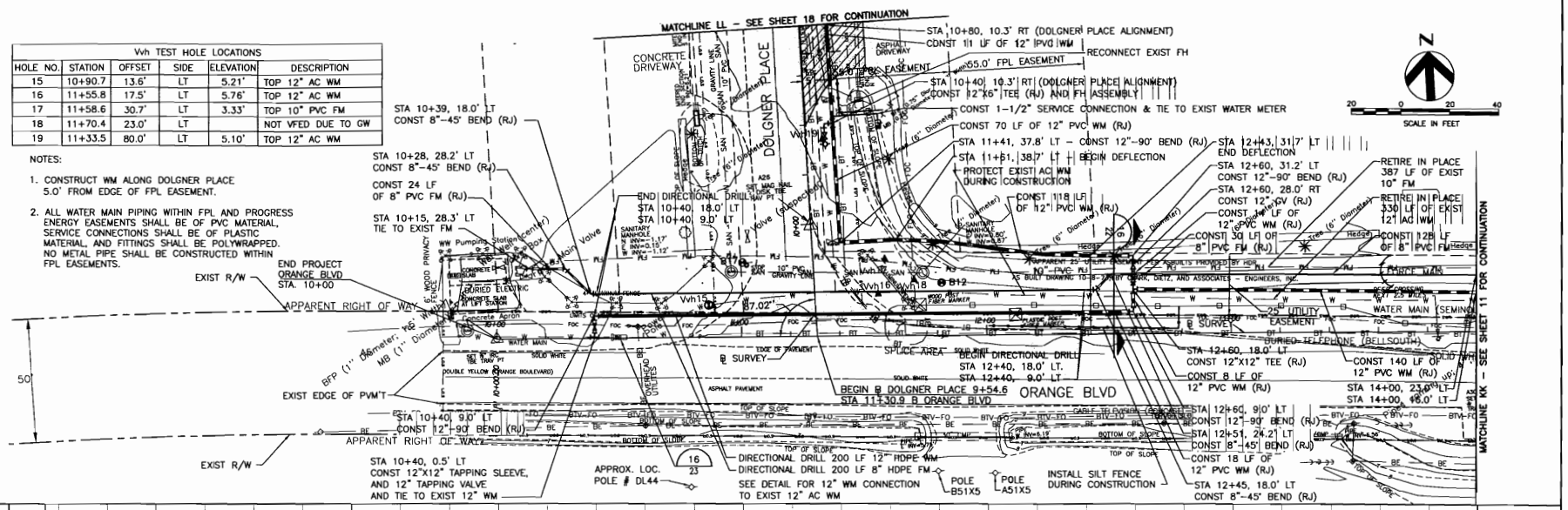
SCALE: N.T.S.

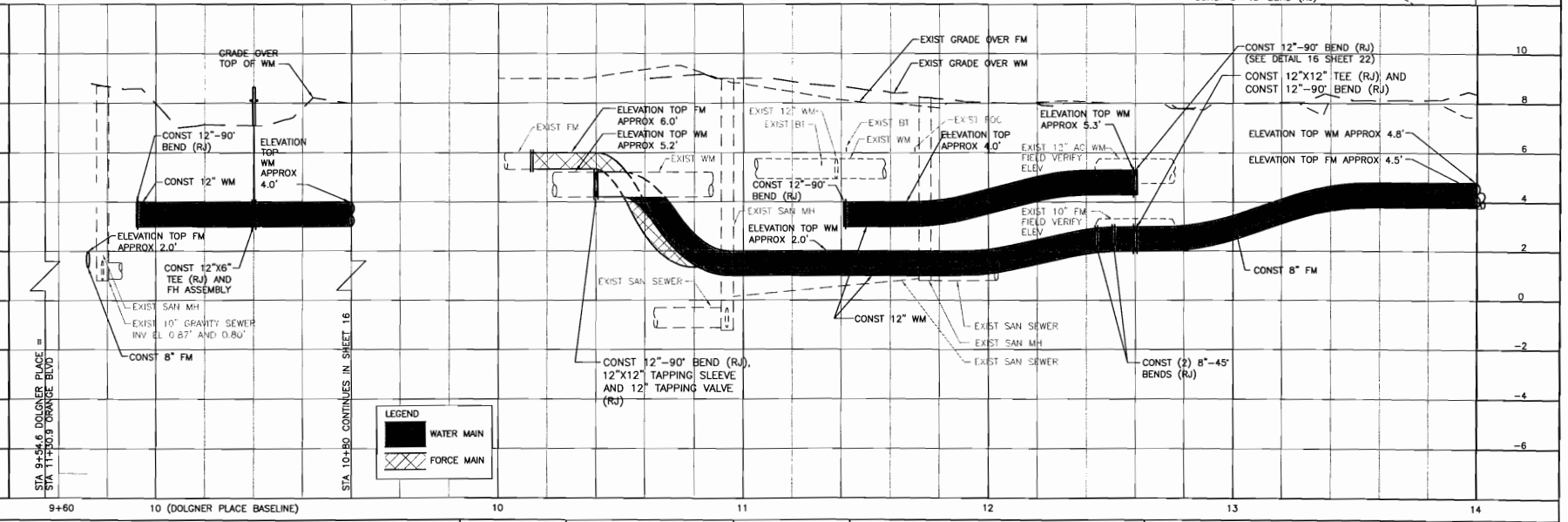
SHEET NO. 3 OF 24

Vvh TEST HOLE LOCATIONS					
HOLE NO.	STATION	OFFSET	SIDE	ELEVATION	DESCRIPTION
15	10+90.7	13.6'	LT	5.21'	TOP 12" AC WM
16	11+55.8	17.5'	LT	5.76'	TOP 12" AC WM
17	11+58.6	30.7'	LT	3.33'	TOP 10" PVC FM
18	11+70.4	23.0'	LT		NOT VFED DUE TO GW
19	11+33.5	80.0'	LT	5.10'	TOP 12" AC WM

NOTES:

1. CONSTRUCT WM ALONG DOLGNER PLACE 5.0' FROM EDGE OF FPL EASEMENT.
2. ALL WATER MAIN PIPING WITHIN FPL AND PROGRESS ENERGY EASEMENTS SHALL BE OF PVC MATERIAL, SERVICE CONNECTIONS SHALL BE OF PLASTIC MATERIAL, AND FITTINGS SHALL BE POLYWRAPPED. NO METAL PIPE SHALL BE CONSTRUCTED WITHIN FPL EASEMENTS.





REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR

HDR Engineering, Inc. 315 E Robinson Street, Suite 400 Orlando, FL 32801-1948 www.hdrinc.com CA 4213

(SIGNATURE)
GLEN T. PARTLOW, P.E.
FL. P.E. LICENSE NO.: 58725
(DATE)

SEMINOLE COUNTY FLORIDA'S NATURE COAST

SEMINOLE COUNTY ENVIRONMENTAL SERVICES

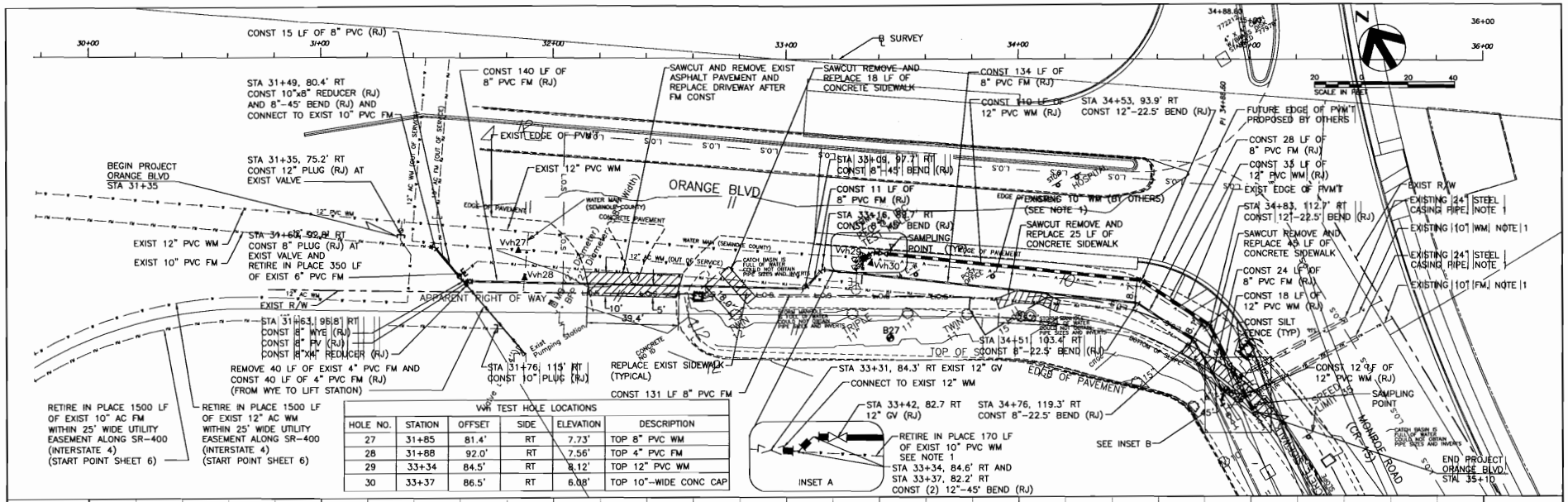
SEMINOLE COUNTY PROJECT NO.: 216501

APPROVED BY: DATE:

ELDER ROAD/ORANGE BLVD.
WATER MAIN AND FORCE MAIN
PLAN AND PROFILE
EXHIBIT A

SCALE: 1" = 20'

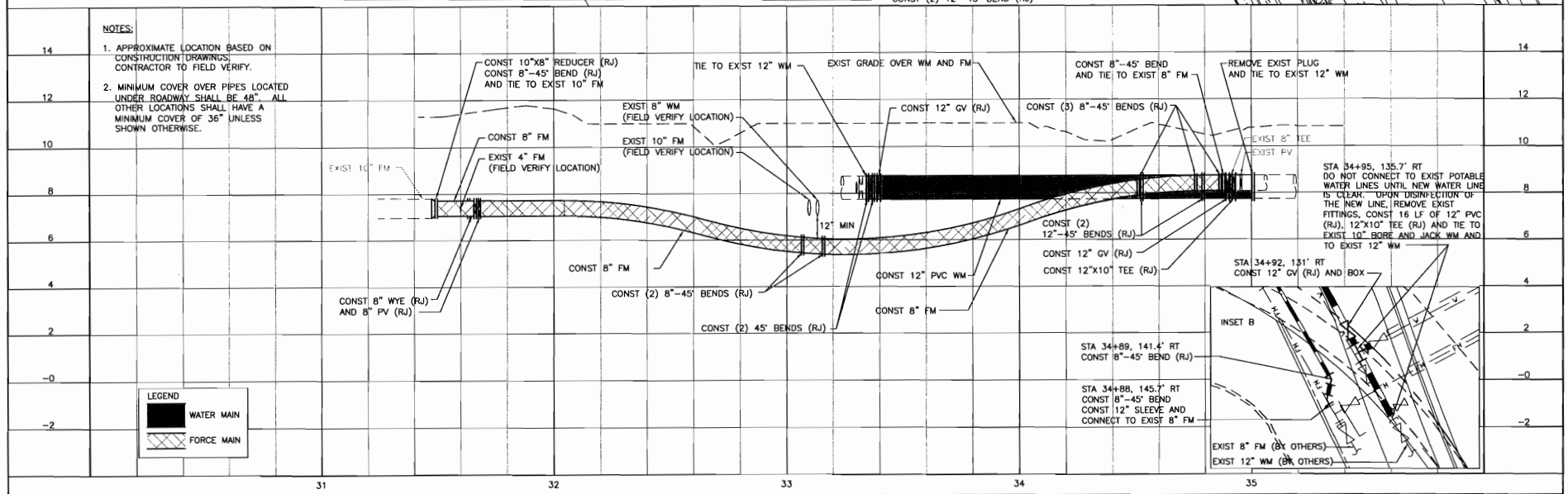
SHEET NO. 10 OF 24



VVR TEST HOLE LOCATIONS					
HOLE NO.	STATION	OFFSET	SIDE	ELEVATION	DESCRIPTION
27	31+85	81.4'	RT	7.73'	TOP 8" PVC WM
28	31+88	92.0'	RT	7.56'	TOP 4" PVC FM
29	33+34	84.5'	RT	8.12'	TOP 12" PVC WM
30	33+37	86.5'	RT	6.08'	TOP 10"-WIDE CONC CAP

NOTES:

1. APPROXIMATE LOCATION BASED ON CONSTRUCTION DRAWINGS; CONTRACTOR TO FIELD VERIFY.
2. MINIMUM COVER OVER PIPES LOCATED UNDER ROADWAY SHALL BE 48". ALL OTHER LOCATIONS SHALL HAVE A MINIMUM COVER OF 36" UNLESS SHOWN OTHERWISE.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR

HDR Engineering, Inc.
315 E Robinson Street, Suite 600
Orlando, FL 32801-1949
www.hdrinc.com
CA 4213

(SIGNATURE)
GLEN T. PARTLOW, P.E.
FL. P.E. LICENSE NO.: 58725

(DATE)

SEMINOLE COUNTY
FLORIDA'S NATURE COUNTY

SEMINOLE COUNTY ENVIRONMENTAL SERVICES

SEMINOLE COUNTY PROJECT NO.: 216501

APPROVED BY: DATE:

ELDER ROAD/ORANGE BLVD.
WATER MAIN AND FORCE MAIN
PLAN AND PROFILE
EXHIBIT A

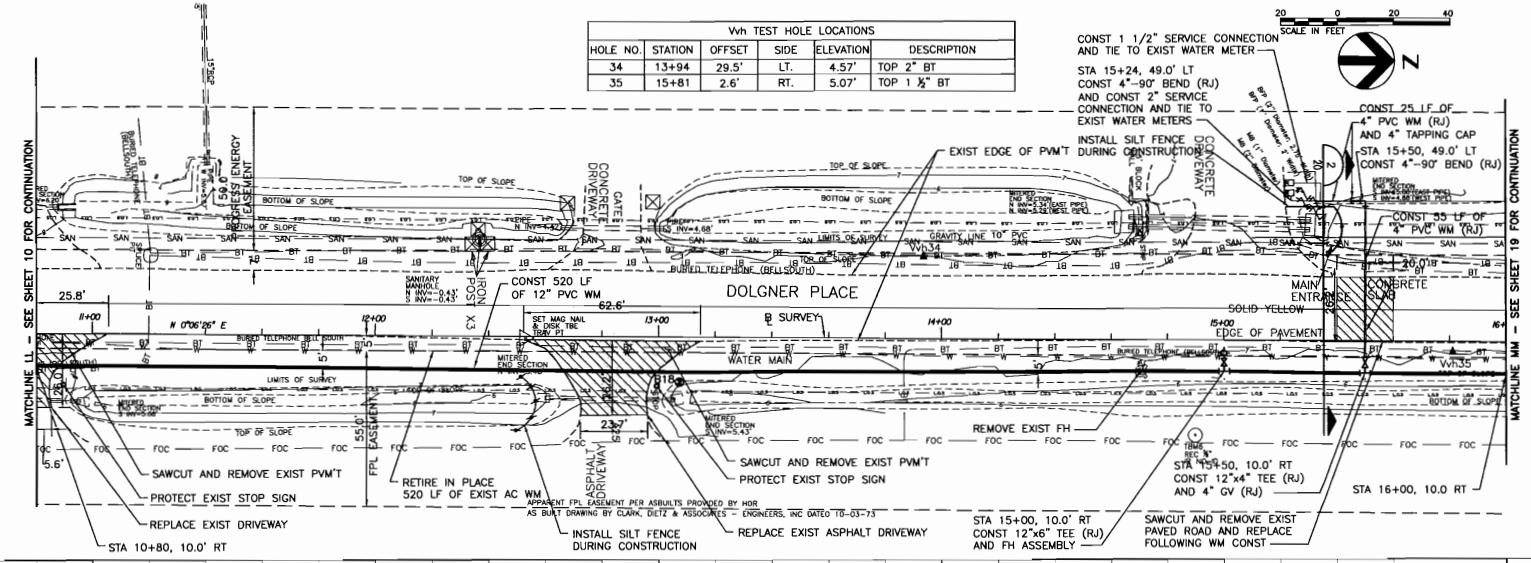
SCALE: 1" = 20'

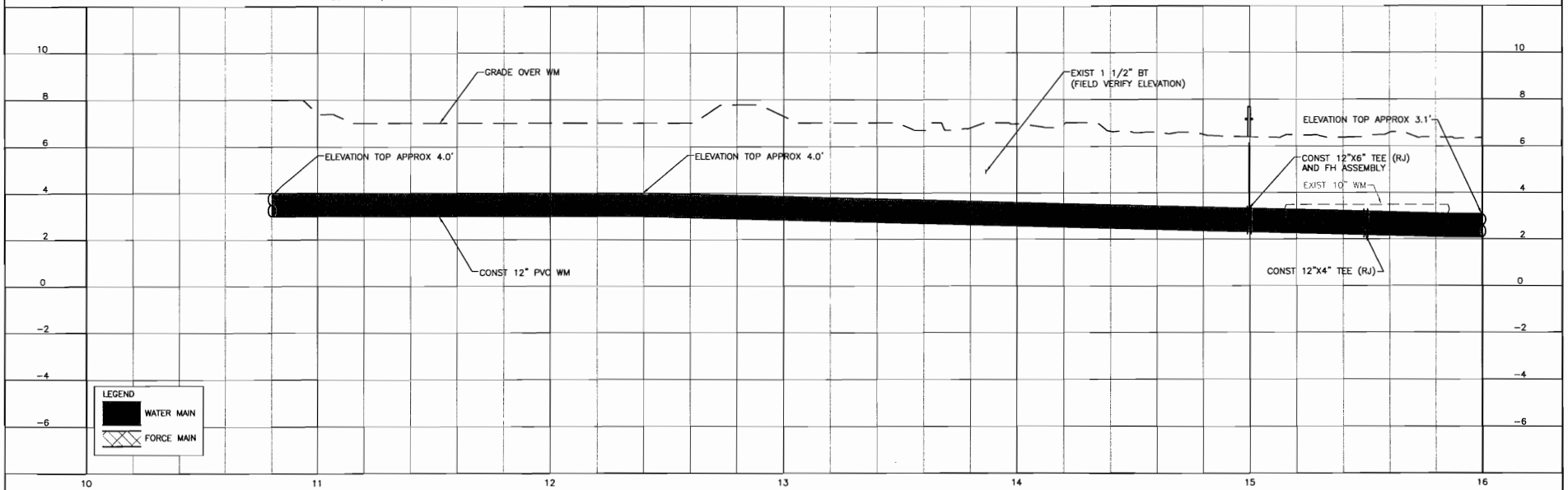
SHEET NO. 14 OF 24

Vvh TEST HOLE LOCATIONS					
HOLE NO.	STATION	OFFSET	SIDE	ELEVATION	DESCRIPTION
34	13+94	29.5'	LT.	4.57'	TOP 2" BT
35	15+81	2.6'	RT.	5.07'	TOP 1 ½" BT

NOTES:

1. CONSTRUCT WM 5.0' FROM EDGE OF FPL EASEMENT.
2. ALL WATER MAIN PIPING WITHIN FPL EASEMENT SHALL BE OF PVC MATERIAL, SERVICE CONNECTIONS SHALL BE OF PLASTIC MATERIAL, AND FITTINGS SHALL BE POLYWRAPPED. NO METAL PIPE SHALL BE CONSTRUCTED WITHIN FPL EASEMENTS.





REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR

(SIGNATURE)
GLEN T. PARTLOW, P.E.
FL. P.E. LICENSE NO.: 58725
(DATE)

SEMINOLE COUNTY
FLORIDA NATURAL CHARM

SEMINOLE COUNTY ENVIRONMENTAL SERVICES

SEMINOLE COUNTY PROJECT NO.: 216501

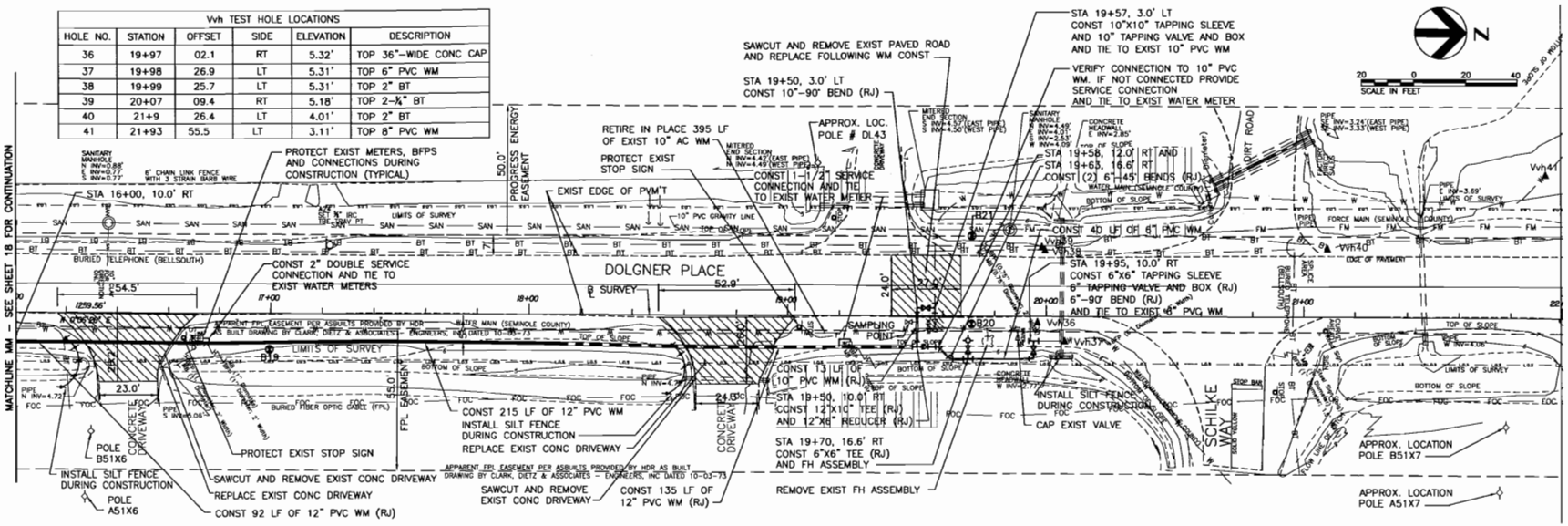
APPROVED BY: DATE:

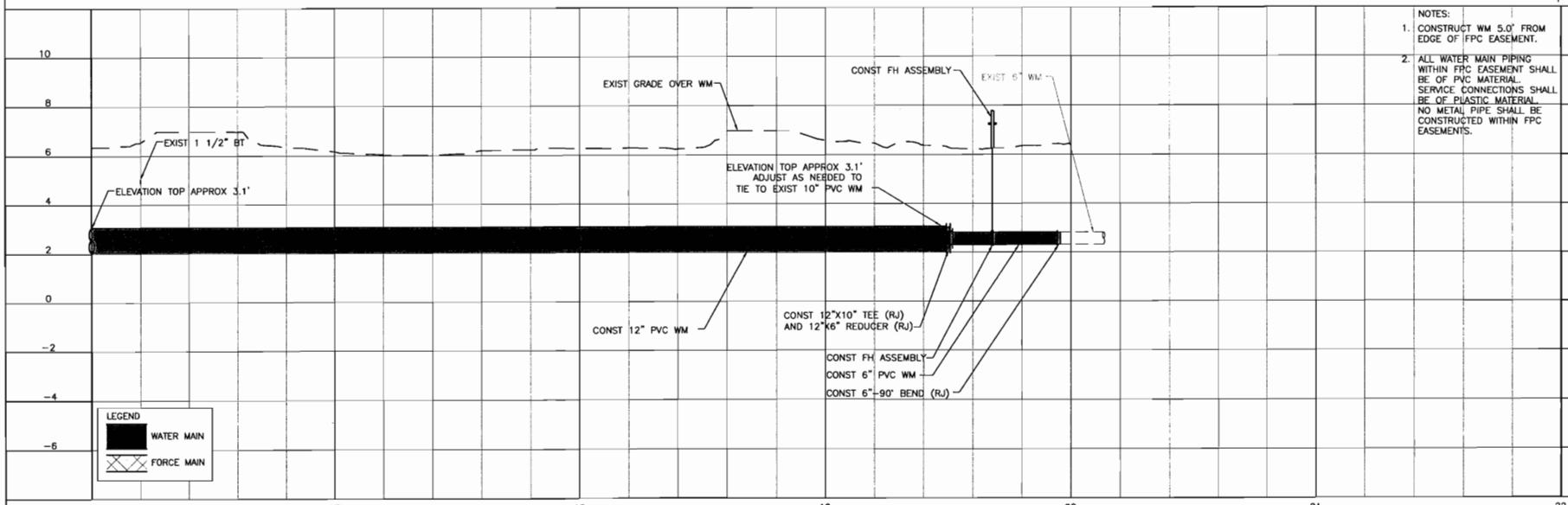
ELDER ROAD/ORANGE BLVD.
WATER MAIN AND FORCE MAIN
PLAN AND PROFILE
EXHIBIT A

SCALE: 1" = 20'

SHEET NO. 18 OF 24

Vvh TEST HOLE LOCATIONS					
HOLE NO.	STATION	OFFSET	SIDE	ELEVATION	DESCRIPTION
36	19+97	02.1	RT	5.32'	TOP 36"-WIDE CONC CAP
37	19+98	26.9	LT	5.31'	TOP 6" PVC WM
38	19+99	25.7	LT	5.31'	TOP 2" BT
39	20+07	09.4	RT	5.18'	TOP 2-¼" BT
40	21+9	26.4	LT	4.01'	TOP 2" BT
41	21+93	55.5	LT	3.11'	TOP 8" PVC WM





NOTES:
1. CONSTRUCT WM 5.0' FROM EDGE OF FPC EASEMENT.
2. ALL WATER MAIN PIPING WITHIN FPC EASEMENT SHALL BE OF PVC MATERIAL. SERVICE CONNECTIONS SHALL BE OF PLASTIC MATERIAL. NO METAL PIPE SHALL BE CONSTRUCTED WITHIN FPC EASEMENTS.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

HDR

(SIGNATURE)
GLEN T. PARTLOW, P.E.
FL. P.E. LICENSE NO.: 58725
(DATE)

SEMINOLE COUNTY
FLORIDA'S NATURE COAST

SEMINOLE COUNTY ENVIRONMENTAL SERVICES
SEMINOLE COUNTY PROJECT NO.: 216501
APPROVED BY: DATE:

ELDER ROAD/ORANGE BLVD.
WATER MAIN AND FORCE MAIN
PLAN AND PROFILE
EXHIBIT A

SCALE: 1" = 20'
SHEET NO. 19 OF 24

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Utility Easement Acquisition for Apple Valley Pump Station

DEPARTMENT: Environmental Services **DIVISION:** Planning Engineering Inspections

AUTHORIZED BY: John Cirello **CONTACT:** Brad Stroppel **EXT:** 2338

MOTION/RECOMMENDATION:
Accept the new Utility and Access Easement located on the northern side of Lot 1 Apple Valley Subdivision.

District 4 Carlton D. Henley Dennis Westrick

BACKGROUND:

A sanitary force main runs northerly through the property of Lot 1 Apple Valley Subdivision in an existing utility easement . As part of the Apple valley Pump Station Replacement project, the sanitary force main will be rerouted around the property. The subject document will grant a new utility easement 25 feet long by 15 feet wide to complete the new path.

STAFF RECOMMENDATION:
Staff recommends that the Board accept the new Utility and Access Easement located on the northern side of Lot 1 Apple Valley Subdivision.

ATTACHMENTS:

1. Easement

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

THIS INSTRUMENT PREPARED BY:
SUSAN E. DIETRICH, ASSISTANT COUNTY ATTORNEY
COUNTY ATTORNEY'S OFFICE
1101 E. FIRST STREET
SANFORD, FL 32771

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and entered into this _____ day of _____, 2008, by and between **DANIEL C. HULL and CHERYL D. CUMMINGS**, whose address is 101 Candlewick Road, Altamonte Springs, Florida 32714, being the owners of the property located at 101 Candlewick Road, Altamonte Springs, Florida 32714, hereinafter referred to as "GRANTORS", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt of which its hereby acknowledged, GRANTORS do hereby grant and convey to the GRANTEE and its assigns, an exclusive easement and right-of-way for utility purposes, with full authority to enter upon, excavate, construct, maintain and repair, as the GRANTEE and its assigns may deem necessary, water pipes and mains, sewer pipes and mains, and any other appurtenant water and sewer utility facilities or associated infrastructure over, under, upon and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

See Legal Description attached hereto and incorporated herein as Exhibit "A".

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said right-of-way all trees, undergrowth, and

other obstructions that may interfere with location, excavation, operation, maintenance or repair of the utilities or any facilities installed thereon by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation, maintenance or repair of the utilities, or any facilities installed thereon.

GRANTORS do hereby covenant with the GRANTEE, that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey the said easement and that it is free from all encumbrances.

GRANTORS further grant to GRANTEE, its employees, agents and other representatives the right to enter upon the property described below upon conveyance of this Easement for the purposes of: (a) removing sod over the centerline of an existing six-inch (6") diameter waste water force main (hereinafter referred to as "force main"); (b) excavating soil from around the force main and removing the force main; and (c) back filling with the existing soil and compacting the open trench caused by removal of the existing force main as depicted in the engineering drawing attached hereto and incorporated herein as Exhibit "B".

GRANTORS hereby covenant with GRANTEE that they are the true and lawful owners of the above described real estate and are lawfully seized of the same in fee simple and have good right and full power to grant this right of entry.

GRANTORS acknowledge that they will not receive from GRANTEE any compensation during the period of time the GRANTEE occupies the above described property for the purposes set forth above for the right to enter.

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

Michael R. Harber
Witness
Michael R. Harber
Print Name
Brad Stroppel
Witness
Brad Stroppel
Print Name

By: Daniel C. Hull
DANIEL C. HULL

Date: April 23, 2008

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 23 day of APRIL, 2008, by DANIEL C. HULL, ☐ who is personally known to me or ☑ who has produced FL. DRIVERS LICENSE as identification.

NOTARY STAMP:

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

Debra K. Meinert
Notary Public in and for the County and State Aforementioned

Michael R. Harber
Witness
Michael R. Harber
Print Name
Brad Stroppel
Witness
Brad Stroppel
Print Name

By: Cheryl D. Cummings
CHERYL D. CUMMINGS

Date: April 23, 2008

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 23 day of APRIL, 2008, by CHERYL D. CUMMINGS, ☐ who is personally known to me or ☑ who has produced FL. DRIVERS LICENSE as identification.

NOTARY STAMP:

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

Debra K. Meinert
Notary Public in and for the County and State Aforementioned

SED/lpk
2/4/08
P:\Users\lkennedy\My Documents\Environmental Services\UE-Cummings.doc

Attachments:
Exhibit "A" - Legal Description
Exhibit "B" - Engineering Drawing

EXHIBIT A

SKETCH AND DESCRIPTION: 15'X25' EASEMENT

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN SECTION 11, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; SAID TRACT OF LAND BEING THE NORTH 15.00 FEET OF THE EAST 25.00 FEET OF THE VACATED RIGHT-OF-WAY OF FRANKLIN AVE. AS RECORDED IN OFFICIAL RECORDS BOOK 1981, PAGES 1542 AND 1543 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, APPLE VALLEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID POINT LYING ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 89°34'32" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE LEAVING SAID NORTH LINE RUN SOUTH 00°26'00" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11 FOR A DISTANCE OF 15.00 FEET; THENCE LEAVING SAID WEST LINE RUN NORTH 89°34'32" EAST FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE RUN NORTH 00°26'00" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING: 375 SQUARE FEET OR 0.008 ACRE MORE OR LESS.

ABBREVIATION LEGEND:

*SYMBOLS SHOWN HEREON ARE NOT TO SCALE

P.R.C. – POINT OF REVERSE CURVATURE	C.B. – CHORD BEARING	R/W – RIGHT-OF-WAY	H.A. – HOMEOWNERS ASSOCIATION	(P) – PLAT	W/ – WITH
P.C. – POINT OF CURVATURE	P.B. – PLAT BOOK	℄ – CENTER LINE	D.E. – DRAINAGE EASEMENT	(M) – MEASURED	I.R. – IRON ROD
P.C.C. – POINT OF COMPOUND CURVATURE	FND – FOUND	EL. – ELEVATION	D/U – DRAINAGE AND UTILITY EASEMENT	(C) – CALCULATED	SQ. FT. – SQUARE FEET
P.T. – POINT OF TANGENCY	TYP. – TYPICAL	A/C – AIR CONDITIONER	F.F. – FINISHED FLOOR	(D) – DEED	W.M. – WATER METER
P.I. – POINT OF INTERSECTION	F.B. – FIELD BOOK	E.J.B. – ELECTRIC JUNCTION BOX	B.S.L. – BUILDING SETBACK LINE	(A) – ACTUAL	F.H. – FIRE HYDRANT
P.C.P. – PERMANENT CONTROL POINT	P.O.L. – POINT ON LINE	C & G – CURB & GUTTER	C.B.S. – CONCRETE BLOCK STRUCTURE	TELE – TELEPHONE RISER	N & D – NAIL AND DISC
POB – POINT OF BEGINNING	RAD. – RADIAL	CATV – CABLE TELEVISION RISER	I.C.V. – IRRIGATION CONTROL	TRANS – TRANSFORMER PAD	PVMT. – PAVEMENT
POC – POINT OF COMMENCEMENT	R. – RADIUS	LB# – LICENSED BUSINESS NUMBER	CONC. – CONCRETE	L.P. – LIGHT POLE	P.P. – POWER POLE
P.R.M. – PERMANENT REFERENCE MONUMENT	L – ARC LENGTH	O.R.B. – OFFICIAL RECORD BOOK	PK – PARKER KALON	M.H. – MANHOLE	NG – NATURAL GROUND
C.M. – CONCRETE MONUMENT	Δ – DELTA	SEC 11 – SECTION 11	T 21 S – TOWNSHIP 19 SOUTH	S/W – SIDEWALK	SQ – SQUARE
	R.P. – RADIUS POINT			R 29 E – RANGE 30 EAST	CO – CLEANOUT

SURVEY NOTES:

1. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
2. BEARINGS SHOWN HEREON ARE RELATIVE AS BEING N 00°26'00" W ALONG THE CENTER LINE OF FRANKLIN AVE AND WEST LINE OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 29 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 70, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
3. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
4. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
5. THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR. NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on December 12, 2007. I further certify that this "Sketch and Description" meets the minimum technical standards set forth in Chapter 61g17-6 of the Florida Administrative Code.

Ralph A. Nieto, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 6025

PROJECT NUMBER: S0954
CADD DWG. FILE: 15FT_EXT_UTILITY_EASEMENT.dwg

NOT VALID WITHOUT SHEET 2
SHEET 1 OF 2

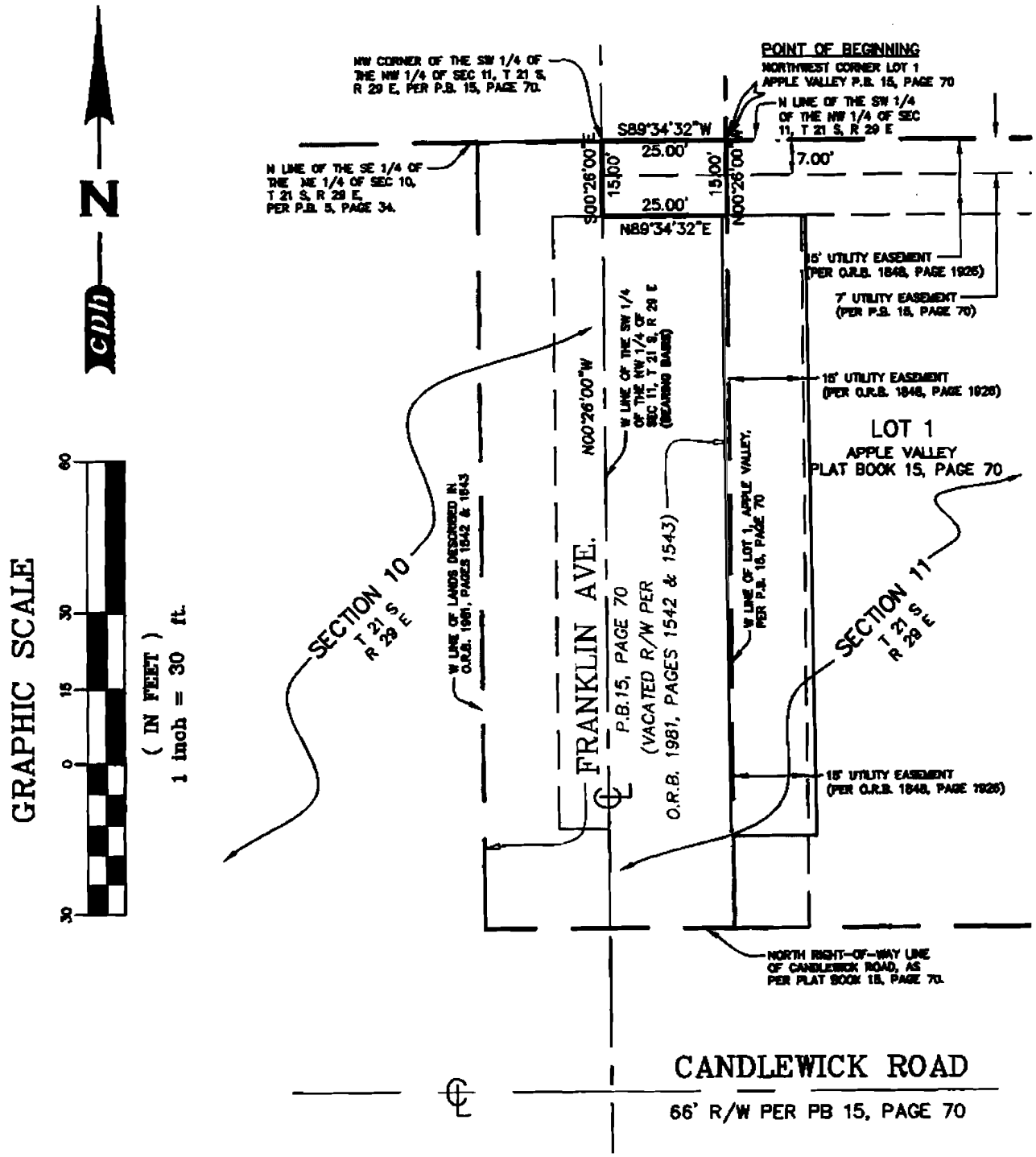
cph
Engineers
Planners
Landscape Architects
Surveyors
Construction Management
www.cphengineers.com
500 West Fulton Street, Sanford, Fl. 32771 P.O. Box 2808, Sanford, FL 32772-2808
Phone: 407.322.6841 Fax: 407.330.0639

REVISION	BY	DATE
SKETCH OF DESCRIPTION	J.T.F.	12/12/07

Certificate of Authorization No. 7145

SKETCH AND DESCRIPTION:
15'X25' EASEMENT

EXHIBIT B



PROJECT NUMBER: S0954
CADD DWG. FILE: 15FT_EXT_UTILITY_EASEMENT.dwg

NOT VALID WITHOUT SHEET 1
SHEET 2 OF 2

cph
Engineers
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Surveyors
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Phone: 407.322.6841 Fax: 407.330.0639

REVISION	BY	DATE
SKETCH OF DESCRIPTION	J.T.F.	12/12/07

Certificate of Authorization No. 7143

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Emergency Water Supply Interconnect Agreements "Bear Lake Water System and Mirror Lake Interconnect"

DEPARTMENT: Environmental Services **DIVISION:** Water and Sewer

AUTHORIZED BY: John Cirello **CONTACT:** Gary Rudolph **EXT:** 2020

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Emergency Water Supply Interconnect Bear Lake Water System and Emergency Water Supply Interconnect Mirror Lake Agreements.

District 3 Dick Van Der Weide Gary Rudolph

BACKGROUND:

The Bear Lake Water System is a small system run by Utilities, Inc. of Florida that Seminole County has had a emergency interconnect with for years. The system is set up so that the Seminole County Lynwood Service Area can support automatically. The Interconnect Agreement sets forth the terms and conditions of service, price, term, temporary utilization requirements, billing, payment, plans, specifications, maintenance, operation, repair requirements, curtailment of service, assignment, right of inspection and severability.

The Mirror Lake interconnect allows for automatic back up emergency water supply between the Seminole County Lynwood Service Area and the Utilities Inc. of Florida system if needed. The Interconnect Agreement sets forth the terms and conditions of service, price, term, temporary utilization requirements, billing, payment, plans, specifications, maintenance, operation, repair requirements, curtailment of service, assignment, right of inspection and severability.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the Bear Lake Water System and Mirror Lake Emergency Water Supply Interconnect Agreements.

ATTACHMENTS:

1. Mirror Lake Water Emergency Interconnect Agreement
2. Bear Lake Water System Emergency Interconnect Agreement

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

EMERGENCY WATER SUPPLY INTERCONNECT AGREEMENT
MIRROR LAKE

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", **and SANLANDO UTILITIES CORPORATION**, a Florida corporation, whose address is 200 Weathersfield Avenue, Altamonte Springs, Florida 32714, hereinafter referred to as "UTILITY".

W I T N E S S E T H

WHEREAS, COUNTY operates water treatment and distribution systems located in Seminole County; specifically the area known as Lynwood service area, and desires to utilize the UTILITY's water supply system for an emergency water supply source; and

WHEREAS, UTILITY operates water distribution systems and a water treatment system located in Seminole County, specifically the area known as the Sanlando Water System, and desires to utilize the COUNTY's water supply system for an emergency water supply source; and

WHEREAS, COUNTY and UTILITY have been encouraged by the State of Florida, Department of Environmental Protection to seek an alternate water source pursuant to their emergency water supply plan; and

WHEREAS, the parties desire to enter into an Emergency Water Supply Interconnect Agreement to provide emergency water service between COUNTY and UTILITY in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises hereof and in consideration of the mutual advantages arising hereunder and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. SERVICE AND PRICE. COUNTY agrees to supply emergency water service to UTILITY at a cost of $1.13 per 1,000 gallons of water usage and UTILITY agrees to supply emergency water service to the COUNTY for a price of $1.13 per 1,000 gallons of water usage. This price may be revised from time to time by agreement of both parties. A standard bill payable by UTILITY and/or COUNTY shall include the water usage charge for the corresponding time period.

2. TERM. This Agreement shall continue in effect for a period of twenty-five (25) years from the date of execution and will be automatically renewed for a period of ten (10) years thereafter unless either party elects to terminate the agreement. In the event of termination, the terminating party must give the other party a minimum of six (6) months' prior notice delivered by certified mail to the address noted above.

3. TEMPORARY UTILIZATION OF INTERCONNECT. The Emergency Water Supply Interconnection shall be utilized only as a result of equipment failure or other type of emergency condition resulting in a temporary cessation of water service and with the express approval of COUNTY and/or UTILITY when requested. The interconnection is not to be used to provide permanent or long term water supply to COUNTY and/or UTILITY or its customers.

4. BILLING AND PAYMENT. All charges provided for in Paragraph 1 shall be paid by COUNTY and/or UTILITY within thirty (30) days of receipt of the corresponding invoice. Prompt payment by the receiving party is of the essence of this Agreement. If any payment is not made in full when due, there shall be a delinquent fee added in the amount of five (5%) percent of the balance due, plus any legal and administrative costs resulting from the delay in payment or enforcement of same.

5. PLANS AND SPECIFICIATIONS. COUNTY and/or UTILITY shall provide for the engineering plans and specifications for the interconnection, which shall be acceptable to both parties and subject to the approval of the Florida Department of Environmental Protection. The determination of ownership of the Emergency Interconnection components shall be defined as described on Exhibit A attached hereto and made a part thereof. COUNTY and UTILITY shall be responsible for the respective installation, maintenance, and operation of a suitable water flow meter and pressure-regulating valve at the point(s) of interconnection. The respective meter(s) shall be calibrated annually at COUNTY's and UTILITY's cost with the results of such calibration provided to the respective party. Construction and interconnection shall be subject to the supervision, inspection and approval of COUNTY's Environmental Services Department and UTILITY'S Engineer.

6. MAINTENANCE, OPERATION AND REPAIR. The entire water system of COUNTY and UTILITY shall, at all times, be maintained and operated by the respective parties in accordance with all current rules and regulations of governmental agencies having jurisdiction thereof, including

the Florida Department of Environmental Protection. COUNTY and UTILITY shall maintain their respective water meter, associated valves and pressure-regulating valve.

7. COLLECTION OF CHARGES. COUNTY and UTILITY shall each be responsible for the collection of the service charges for each unit being served within their respective jurisdictions. The failure to collect such service charges or fees shall not relieve UTILITY and/or COUNTY from paying the charges as set forth in this Agreement.

8. NON-PERMITTED USE. COUNTY and UTILITY agree that they will not allow any illegal, unauthorized or non-permitted use of the Emergency Interconnection.

9. AVAILABILITY OF SERVICE. COUNTY and UTILITY agree to make service available upon completion of construction and receipt of agency approvals of the Emergency Interconnection between COUNTY and UTILITY systems in accordance with the approved plans and specifications.

10. CURTAILMENT OF SERVICE. COUNTY and UTILITY stipulate that emergency water supply may be curtailed or terminated in the event of a simultaneous emergency water need that would jeopardize water service to existing customers of COUNTY and/or UTILITY. In the event of such curtailment or cessation of emergency water service, COUNTY and/or UTILITY will use all reasonable effort to reestablish emergency water service as soon as practicable so as to minimize the length of time that COUNTY's and/or UTILITY's customers are without water service.

11. TEMPORARY CESSATION OF SERVICES. It is agreed that any cessation of water distribution services by COUNTY and/or UTILITY shall

not constitute a breach of this Agreement, and neither party shall be liable to the other for damages resulting from such cessation of service.

12. SEPARATE AND DISTINCT AGREEMENT. Both parties agree that this Agreement supercedes any existing agreement executed between COUNTY and UTILITY for the purchase or sale of water service and this Agreement is for the sole purpose of addressing this Emergency Water Supply Interconnect between COUNTY and UTILITY.

13. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the express written approval of the parties herein.

14. RIGHT OF INSPECTION. UTILITY hereby guarantees COUNTY the right at all reasonable times and at any time during an emergency, by its duly authorized agents or employees, to inspect any and all equipment related to the subject matter hereof and for the purpose of repairing, maintaining or removing any property owned by COUNTY.

15. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party hereto.

16. WAIVER OF RIGHTS. Any waiver at any time by UTILITY or COUNTY of their rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter, similar or different, prior or subsequent.

17. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, provided the rights and obligations of the parties hereto are not materially prejudiced and the intentions of the parties can continue to be effected.

18. NOTICE. Any notice to be given by UTILITY or COUNTY by the other shall be sent either by hand delivery, registered or certified mail to the respective addresses shown below. Either party may change its notice address by giving proper written notice to the other as provided herein:

For UTILITY:

Sanlando Utilities Corporation
200 Weathersfield Avenue
Altamonte Springs, FL 32714

For COUNTY:

Seminole County
Department of Environmental Services
1101 E. First Street
Sanford, FL 32771

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day, month, and year first above written in two (2) counterparts, each of which shall be deemed an original.

ATTEST:

_____

SANLANDO UTILITIES CORPORATION

By: _____
LISA CROSSETT, C.O.O.

Date: 2-27-08

ATTEST

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

Attachment:
Exhibit "A" – Map

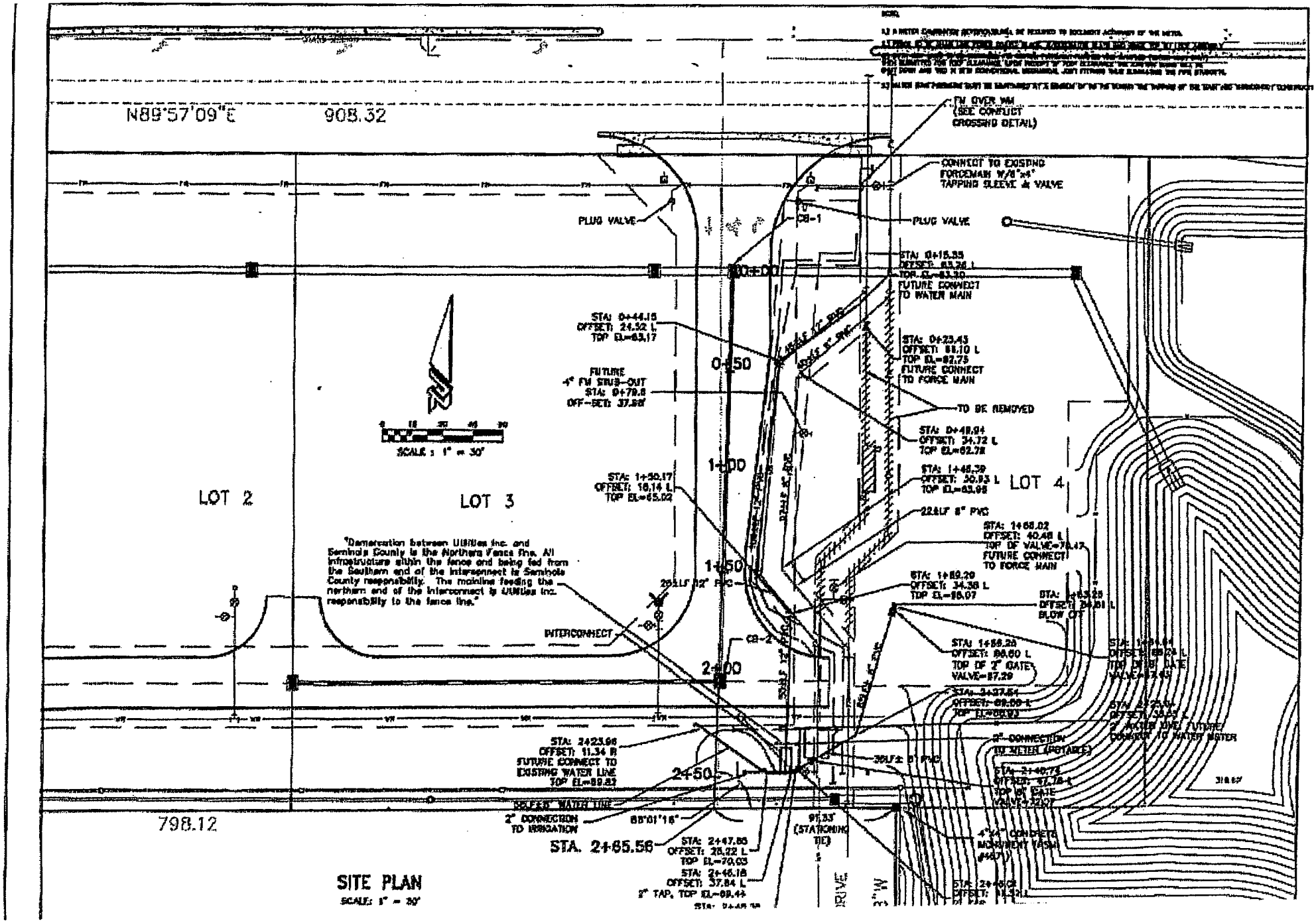

N89°57'09"E
908.32
798.12
LOT 2
LOT 3
LOT 4
SITE PLAN
SCALE: 1" = 30'
PLUG VALVE
CB-1
CB-2
INTERCONNECT
STA. 2+65.56
FUTURE CONNECT TO WATER MAIN
FUTURE CONNECT TO FORCE MAIN
TO BE REMOVED
2" CONNECTION TO IRRIGATION
"Demarcation between Utilities Inc. and Seminole County is the Northern Fence line. All infrastructure within the fence and being fed from the Southern end of the interconnect is Seminole County responsibility. The mainline feeding the northern end of the interconnect is Utilities Inc. responsibility to the fence line."

Exhibit A

EMERGENCY WATER SUPPLY INTERCONNECT AGREEMENT
BEAR LAKE WATER SYSTEM

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **UTILITIES, INC. OF FLORIDA**, a Florida corporation, whose address is 200 Weathersfield Avenue, Altamonte Springs, Florida 32714, hereinafter referred to as "UTILITY".

W I T N E S S E T H

WHEREAS, COUNTY operates water treatment and distribution systems located in Seminole County; specifically the area known as the Lynwood service area, and

WHEREAS, UTILITY operates water distribution systems and a water treatment system located in Seminole County, specifically the area known as the Bear Lake Water System, and desires to utilize COUNTY's water supply system for an emergency water supply source; and

WHEREAS, UTILITY has been encouraged by the State of Florida, Department of Environmental Protection (FDEP) to seek an alternate water source pursuant to their emergency water supply plan; and

WHEREAS, the parties desire to enter into an Emergency Water Supply Interconnect Agreement to provide emergency water service between COUNTY and UTILITY in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises hereof and in consideration of the mutual advantages arising hereunder and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. SERVICE AND PRICE. COUNTY agrees to supply emergency water service to UTILITY at a cost of $1.13 per 1,000 gallons of water usage. This price may be revised from time to time by COUNTY as determined by the Seminole County Board of County Commissioners. A standard bill payable by UTILITY shall include the water usage charge for the corresponding time period.

2. TERM. This Agreement shall continue in effect for a period of twenty-five (25) years from the date of execution and will be automatically renewed for a period of ten (10) years thereafter unless either party elects to terminate the agreement. In the event of termination, the terminating party must give the other party a minimum of six (6) months' prior notice delivered by certified mail to the address noted below.

3. TEMPORARY UTILIZATION OF INTERCONNECT. The Emergency Water Supply Interconnection is depicted on the map attached hereto and incorporated herein as Exhibit "A" and shall be utilized only as a result of equipment failure or other type of emergency condition resulting in a temporary cessation of water service and with the express approval of COUNTY when requested by UTILITY. The interconnection is not to be used to provide permanent or long term water supply to UTILITY or its customers.

4. BILLING AND PAYMENT. All charges provided for in Paragraph 1 shall be paid by UTILITY within thirty (30) days of receipt of the

corresponding invoice. Prompt payment by the receiving party is of the essence of this Agreement. If any payment is not made in full when due, there shall be a delinquent fee added in the amount of five (5%) percent of the balance due, plus any legal and administrative costs resulting from the delay in payment or enforcement of same.

5. PLANS AND SPECIFICIATIONS. UTILITY shall provide for the engineering plans and specifications for the interconnection, which shall be acceptable to both parties and subject to approval by FDEP. The determination of ownership of the Emergency Water Supply Interconnect components shall be defined as described on Exhibit "A". UTILITY shall be responsible for the installation, maintenance, and operation of a suitable water flow meter, backflow preventer and pressure-regulating valve at the point of interconnection. All costs associated with installation, maintenance and operation of the water flow meter, backflow preventer and pressure-regulating valve at the point of connection and associated appurtenances shall be paid by UTILITY. The meter shall be calibrated annually at UTILITY'S expense by a competent water meter testing party with the results of such calibration provided to COUNTY. UTILITY shall pay all construction costs associated with the Emergency Water Supply Interconnection and said construction and interconnection shall be subject to the supervision, inspection and approval of COUNTY and UTILITY'S Representatives.

6. MAINTENANCE, OPERATION AND REPAIR. The entire water system of COUNTY and UTILITY shall, at all times, be maintained and operated by the respective parties in accordance with all current rules and regulations of governmental agencies having jurisdiction thereof, including

FDEP. The water meter and associated backflow preventer, valves and pressure-regulating valve shall be maintained by UTILITY. The backflow preventer shall be tested annually by UTILITY at its expense, or, on a more stringent basis if required by regulatory agencies, and the results provided to COUNTY. This testing program shall comply with COUNTY's backflow prevention requirements and regulations.

7. COLLECTION OF CHARGES. COUNTY and UTILITY shall each be responsible for the collection of the service charges for each unit being served within their respective jurisdictions. The failure to collect such service charges shall not relieve UTILITY from paying to COUNTY the charges as set forth in this Agreement.

8. NON-PERMITTED USE. COUNTY and UTILITY agree that neither party will allow any illegal, unauthorized or non-permitted use of the Emergency Water Supply Interconnection.

9. AVAILABILITY OF SERVICE. COUNTY agrees to make service available to UTILITY for the purposes described in Paragraph 3 herein upon completion of construction of the emergency interconnection between COUNTY and UTILITY systems in accordance with the approved plans and specifications.

10. CURTAILMENT OF SERVICE. COUNTY and UTILITY stipulate that emergency water service may be curtailed or terminated by COUNTY in the event of a simultaneous emergency water need that would jeopardize water service to existing COUNTY customers. In the event of such curtailment or cessation of emergency water service, COUNTY will use all reasonable effort to reestablish emergency water service as soon as

practicable so as to minimize the length of time that UTILITY'S customers are without water service.

11. TEMPORARY CESSATION OF SERVICES. It is agreed that any cessation of water distribution services by COUNTY shall not constitute a breach of this Agreement, and neither party shall be liable to the other for damages resulting from such cessation of service or for failure to supply water.

12. SEPARATE AND DISTINCT AGREEMENT. The parties agree that this Agreement supercedes any existing agreement executed between COUNTY and UTILITY relating to the subject matter hereof and that this Agreement is for the sole purpose of addressing this Emergency Water Supply Interconnect between COUNTY and UTILITY.

13. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the express written approval of the other party hereto.

14. RIGHT OF INSPECTION. UTILITY hereby guarantees COUNTY the right at all reasonable times and at any time during an emergency, by its duly authorized agents or employees, to inspect any and all equipment related to the subject matter hereof and for the purpose of repairing, maintaining or removing any property owned by COUNTY.

15. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party hereto.

16. WAIVER OF RIGHTS. Any waiver at any time by UTILITY or COUNTY of their rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter, similar or different, prior or subsequent.

17. SEVERABILITY. Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, provided the rights and obligations of the parties hereto are not materially prejudiced and the intentions of the parties can continue to be effected.

18. NOTICE. Any notice to be given by UTILITY or COUNTY by the other shall be sent either by hand delivery, registered or certified mail to the respective addresses shown below. Either party may change its notice address by giving proper written notice to the other as provided herein:

For UTILITY:

Utilities, Inc. of Florida
200 Weathersfield Avenue
Altamonte Springs, FL 32714

For COUNTY:

Seminole County
Department of Environmental Services
1101 E. First Street
Sanford, FL 32771

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day, month, and year first above written in two (2) counterparts, each of which shall be deemed an original.

ATTEST:

UTILITIES, INC. OF FLORIDA

_____

By: _____
LISA CROSSETT, C.O.O.

Date: 2-27-08

ATTEST

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

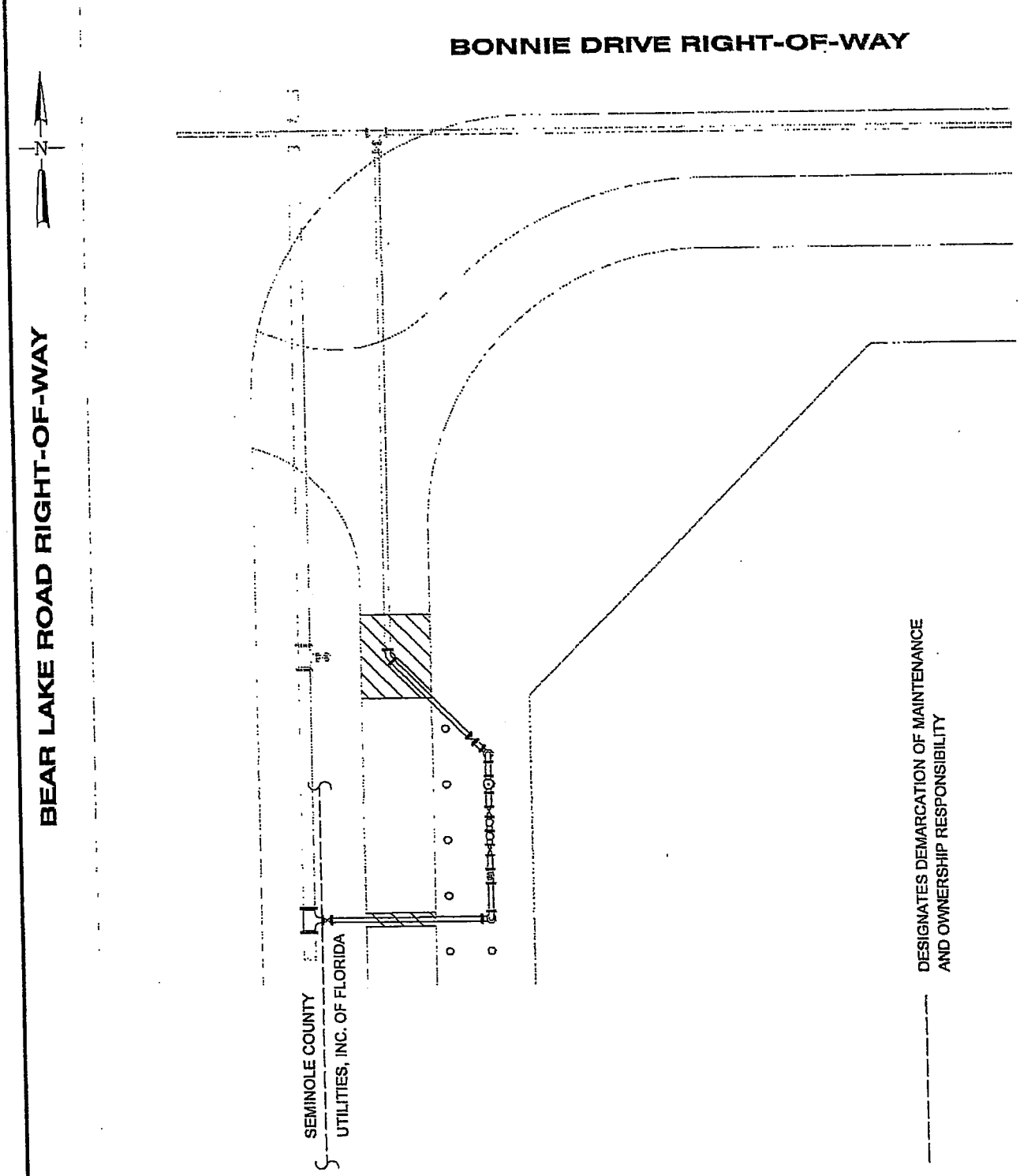
By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

Attachment:
Exhibit "A" – Map

EXHIBIT A



cph Engineers Planners Landscape Architects Surveyors Construction Management www.cphengineers.com 1117 East Robinson Street, Orlando, FL 32801 Phone: 407.425.0452 Fax: 407.648.2036	Scale: 1" = 10'-0" Date: 1-23-2004 Job No.: U0706.06 Certificate of Authorization No. 3215	INTERCONNECT PIPING PLAN BEAR LAKE MANOR WATER SYSTEM WATER MAIN INTERCONNECT	© 2003 FIGURE 2

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Issuance by Orange County Housing Finance Authority of Multifamily Housing Revenue Bonds of up to $9,000,000 for Phase I and $4,800,000 for Phase II

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

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Angela Singleton **EXT:** 7168

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the authorizing resolutions to ratify issuance by Orange County Housing Finance Authority of the Multifamily Housing Revenue Bonds in an amount not to exceed $9,000,000.00 for Phase I and $4,800,000.00 for Phase II.

County-wide Angela Singleton

BACKGROUND:

Under the authority granted through an agreement dated February 1, 1982 between Seminole County and the Orange County Housing Finance Authority, the Authority has approved a plan of financing contemplating the issuance of its Multifamily Housing Revenue Bonds, 2008 Series in an aggregate principal amount not to exceed $9,000,000 for Phase I and $4,800,000 for Phase II. The proceeds of the bonds will be used to finance the acquisition and construction of a residential rental project to be owned by Town Parke, Ltd., a Florida limited partnership, for persons and families of low, middle and moderate income (the "Project"). The Project is located in Seminole County.

A public hearing was held on Monday, June 9, 2008 at the Seminole County Services Building at 10:00 am, Room 3024 for the proposed issuance of the bonds. The purpose of the hearing was to provide opportunity for public comments regarding the issuance of the Multifamily Housing Revenue Bonds. Any comments made during the hearing will be provided prior to the Board meeting on June 10, 2008.

The Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") requires all industrial development bonds issued for the purpose of financing multifamily housing developments be approved by the Authority and each governmental unit having jurisdiction over the area in which the bond financed facility is located.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the authorizing resolutions to ratify issuance by Orange County Housing Finance Authority of the Multifamily Housing Revenue Bonds in an amount not to exceed $9,000,000.00 for Phase I and $4,800,000.00 for Phase II.

ATTACHMENTS:

1. Resolution Phase I
2. Resolution Phase II
3. Notice of Public Hearing

Additionally Reviewed By:

☑ County Attorney Review (Robert McMillan)

2008 - _____

R E S O L U T I O N

WHEREAS, the Orange County Housing Finance Authority (the "Authority") was created pursuant to Ordinance 78-18, codified in the Code of Orange County at Section 2-151 *et seq*; and

WHEREAS, the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") has created a requirement that all industrial development bonds issued after December 31, 1982, for the purpose of financing multifamily housing developments require approval by the Authority, and each governmental unit having jurisdiction over the area in which the bond financed facility is located; and

WHEREAS, such approval is to be given after a public hearing for which reasonable notice has been given; and

WHEREAS, the Authority is contemplating the issuance of its Orange County Housing Finance Authority Multifamily Housing Revenue Bonds, 2008 Series [to be designated] (Town Parke Apartments – Phase I) in an aggregate principal amount not to exceed $9,000,000 (the "Bonds") to finance the acquisition and construction of a residential rental project to be owned by Town Parke, Ltd., a Florida limited partnership, or such successor in interest in which Atlantic Housing Partners, LLLP, or an affiliate thereof, is a managing member, general partner and/or controlling stockholder, for persons of low, middle and moderate income (the "Project").

PROJECT/LOCATION	NO. OF UNITS
Town Parke Apartments – Phase I located on the south side of S.R. 434, approximately 700 feet southeast of the intersection of S.R. 434 and Tuskawilla Road, Winter Springs, Seminole County, Florida	94

WHEREAS, a public hearing was held at 10:00 a. m. on Monday, June 9, 2008, with regard to financing this qualified housing development, at the place and at the time described in the Notice of Public Hearing attached hereto as Exhibit A, which Notice was published a reasonable time in advance of the hearing date in a newspaper of general circulation in Seminole County; and

WHEREAS, the Authority has presented the issue of Bonds in the aggregate principal amount not to exceed $9,000,000 for approval to the Board of County Commissioners of Seminole County;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY:

SECTION 1. Authority. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapters 125 and 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

A. The Project and the issuance of the Bonds to finance the Project will have a substantial public benefit.

B. The Board is the elected legislative body of Seminole County and has jurisdiction over a portion of the Project.

C. Seminole County has entered into an Interlocal Agreement with the Authority dated February 1, 1982, pursuant to which Seminole County has permitted the Authority to operate within its boundaries.

SECTION 3. Ratification and Approval. The Board hereby finds that financing the Project located in Seminole County will help alleviate the shortage of housing for persons and families of low, middle and moderate income in Seminole County.

Solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Board hereby approves the issuance and sale of the Orange County Housing Finance Authority Multifamily Housing Revenue Bonds, 2008 Series [to be designated] (Town Parke Apartments – Phase I) in an aggregate principal amount not to exceed $9,000,000 for the purpose of making a loan to Town Parke, Ltd., a Florida limited partnership (the "Owner"), for the financing of the cost of acquisition and construction of a residential rental project for persons and families of low, middle and moderate income. The Bonds shall be issued on such terms and in such manner as shall be established by subsequent proceedings of the Authority.

SECTION 4. Limited Obligations. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Seminole County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the Authority and the Owner prior to or contemporaneously with the issuance of the Bonds.

SECTION 5. Limited Approval. The approval given herein shall not be construed as an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Project and the Board shall not be construed by reason of its adoption of this resolution to (i) attest to the Owner's ability to repay the indebtedness represented by the Bonds, (ii) recommend to prospective purchasers of the Bonds to purchase the same, or (iii) have waived any right of Seminole County or estopping Seminole County from asserting any rights or responsibilities it may have in that regard.

SECTION 6. <u>Effective Date</u>. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 10th day of June, 2008.

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____

Seminole County Chairman

Attest:

By:_____
Clerk

2008 - _____

R E S O L U T I O N

WHEREAS, the Orange County Housing Finance Authority (the "Authority") was created pursuant to Ordinance 78-18, codified in the Code of Orange County at Section 2-151 *et seq*; and

WHEREAS, the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") has created a requirement that all industrial development bonds issued after December 31, 1982, for the purpose of financing multifamily housing developments require approval by the Authority, and each governmental unit having jurisdiction over the area in which the bond financed facility is located; and

WHEREAS, such approval is to be given after a public hearing for which reasonable notice has been given; and

WHEREAS, the Authority is contemplating the issuance of its Orange County Housing Finance Authority Multifamily Housing Revenue Bonds, 2008 Series [to be designated] (Town Parke Apartments – Phase II) in an aggregate principal amount not to exceed $4,800,000 (the "Bonds") to finance the acquisition and construction of a residential rental project to be owned by Town Parke II, Ltd., a Florida limited partnership, or such successor in interest in which Atlantic Housing Partners, LLLP, or an affiliate thereof, is a managing member, general partner and/or controlling stockholder, for persons of low, middle and moderate income (the "Project").

PROJECT/LOCATION	NO. OF UNITS
Town Parke Apartments – Phase II located on the south side of S.R. 434, approximately 700 feet southeast of the intersection of S.R. 434 and Tuskawilla Road, Winter Springs, Seminole County, Florida	47

WHEREAS, a public hearing was held at 10:00 a. m. on Monday, June 9, 2008, with regard to financing this qualified housing development, at the place and at the time described in the Notice of Public Hearing attached hereto as Exhibit A, which Notice was published a reasonable time in advance of the hearing date in a newspaper of general circulation in Seminole County; and

WHEREAS, the Authority has presented the issue of Bonds in the aggregate principal amount not to exceed $4,800,000 for approval to the Board of County Commissioners of Seminole County;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY:

SECTION 1. Authority. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapters 125 and 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. Findings. The Board hereby finds, determines and declares as follows:

A. The Project and the issuance of the Bonds to finance the Project will have a substantial public benefit.

B. The Board is the elected legislative body of Seminole County and has jurisdiction over a portion of the Project.

C. Seminole County has entered into an Interlocal Agreement with the Authority dated February 1, 1982, pursuant to which Seminole County has permitted the Authority to operate within its boundaries.

SECTION 3. Ratification and Approval. The Board hereby finds that financing the Project located in Seminole County will help alleviate the shortage of housing for persons and families of low, middle and moderate income in Seminole County.

Solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Board hereby approves the issuance and sale of the Orange County Housing Finance Authority Multifamily Housing Revenue Bonds, 2008 Series [to be designated] (Town Parke Apartments – Phase II) in an aggregate principal amount not to exceed $4,800,000 for the purpose of making a loan to Town Parke II, Ltd., a Florida limited partnership (the "Owner"), for the financing of the cost of acquisition and construction of a residential rental project for persons and families of low, middle and moderate income. The Bonds shall be issued on such terms and in such manner as shall be established by subsequent proceedings of the Authority.

SECTION 4. Limited Obligations. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Seminole County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenues pledged therefor pursuant to a loan agreement or other financing agreement entered into by and between the Authority and the Owner prior to or contemporaneously with the issuance of the Bonds.

SECTION 5. Limited Approval. The approval given herein shall not be construed as an approval of any necessary rezoning applications nor for any other regulatory permits relating to the Project and the Board shall not be construed by reason of its adoption of this resolution to (i) attest to the Owner's ability to repay the indebtedness represented by the Bonds, (ii) recommend to prospective purchasers of the Bonds to purchase the same, or (iii) have waived any right of Seminole County or estopping Seminole County from asserting any rights or responsibilities it may have in that regard.

SECTION 6. <u>Effective Date</u>. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 10th day of June, 2008.

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

By:_____

Seminole County Chairman

Attest:

By:_____
Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING
ORANGE COUNTY HOUSING FINANCE AUTHORITY
RESIDENTIAL RENTAL PROJECTS

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its not to exceed $9,000,000 Multifamily Housing Revenue Bonds, 2008 Series [to be designated] (Town Parke Apartments – Phase I) (the "Town Parke Apartments – Phase I Bonds"), and its not to exceed $4,800,000 Multifamily Housing Revenue Bonds, 2008 Series [to be designated] (Town Parke Apartments – Phase II) (the "Town Parke Apartments – Phase II Bonds"). The proceeds of the Town Parke Apartments – Phase I Bonds and the proceeds of the Town Parke Apartments – Phase II Bonds would be used to finance the acquisition of the respective residential rental projects listed below for persons of low, middle and moderate income:

PROJECT/LOCATION	NO. OF UNITS	OWNER
Town Parke Apartments – Phase I located on the south side of S.R. 434, approximately 700 feet southeast of the intersection of S.R. 434 and Tuskawilla Road, Winter Springs, Seminole County, Florida	94	**Town Parke, Ltd.**, a Florida limited partnership, or such successor in interest in which Atlantic Housing Partners, LLLP, or an affiliate thereof, is a managing member, general partner and/or controlling stockholder
Town Parke Apartments – Phase II located on the south side of S.R. 434, approximately 700 feet southeast of the intersection of S.R. 434 and Tuskawilla Road, Winter Springs, Seminole County, Florida	47	**Town Parke II, Ltd.**, a Florida limited partnership or such successor in interest in which Atlantic Housing Partners, LLLP, or an affiliate thereof, is a managing member, general partner and/or controlling stockholder

The public hearing will be held at the following time and location (the hearing for the Town Parke Apartments – Phase I Bonds will be held first, followed immediately by the hearing for Town Parke Apartments – Phase II Bonds):

TIME	LOCATION
10:00 A.M. Monday, June 9, 2008	Seminole County Services Building 3rd Floor, Room 3024 1101 East 1st Street Sanford, Florida 32771

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Town Parke Apartments – Phase I Bonds and the Town Parke Apartments – Phase II Bonds. Written comments should be received by the Authority on or before June 6, 2008. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority
2211 E. Hillcrest Street
Orlando, Florida 32803
Attention: Executive Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-61 - $1,694,703 - Public Safety - Public Safety Grants Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Ryan Switzer **EXT:** 7174

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-61 through the Public Safety Grants Fund in the amount of $1,694,703.00 for improvements to the County's E911 system.

County-wide Lin Polk

BACKGROUND:

Seminole County has been awarded a grant from the State of Florida E911 Board in the amount of $1,694,703 for improvements to the County's E911 system. Funding was received on April 22, 2008.

The E911 Board provides grant funding to assist counties with the installation of Enhanced 911 (E911) systems and to provide "seamless" Enhanced 911 throughout the State of Florida. The criterion for determining funding award is based upon priority, the availability of funds, current system life expectancy, system replacement needs, and Phase II compliance per the Federal Communications Commission.

Replacement of the system will enhance the system's ability to identify callers, accept emerging technologies, rapidly assign resources and dispatch the appropriate equipment to the location requiring emergency services. This is a non-matching grant.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-61 through the Public Safety Grants Fund in the amount of $1,694,703.00 for improvements to the County's E911 system.

ATTACHMENTS:

1. Budget Amendment Request
2. Grant Application

Additionally Reviewed By:
No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Ryan Switzer Analyst	5/5/08 Date
Budget Manager	Date
Director	Date
08-61 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Public Safety
Fund(s): Public Safety Grants-Other

PURPOSE: To appropriate grant funds from the State of Florida E911 Board in the amount of $1,694,703 for improvements to the County's E911 system.

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
11913.334250.055702		Public Safety Grants	$1,694,703
Total Sources			**$ 1,694,703**

Uses:

Account Number	Project #	Account Title	Amount
11913.055702.560642	00274601 W	Capital Equipment	$1,694,703
Total Uses			**$ 1,694,703**

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: _____

APPLICATION FOR

THE E911 STATE GRANT PROGRAM

Introduction

The E911 State Grant Program is to assist counties with the installation of Enhanced 911 (E911) systems and to provide "seamless" Enhanced 911 throughout the State of Florida.

Eligibility

The Board of County Commissioners in any county in the State of Florida is eligible to apply for this grant program. Funding priorities are established in Appendix I.

Definition

As used herein, the term "Board" shall mean The State of Florida E911 Board.

General Conditions

1. The applicant must provide one complete original and seven copies of Page 5 through 10 and the associated quotes for the grant application postmarked or delivered on or before February 1, 2008.

2. The E911 Board will not consider leasing of equipment unless the applicant can show that leasing rather than purchase will reduce total costs.

3. Applications for grants for each item over $25,000 must be accompanied by at least three written competitive quotes from different vendors. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses. Sole sources funding will be considered on a case-by-case basis. Justification and documentation for sole-source funding must be provided with this application. Sole source will be considered if provided in accordance with Florida Statutes 287 or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements. Grant applications less than $25,000.00 <u>shall</u> be accompanied by at least one quote for equipment or services.

4. Applicants requesting items from different funding priorities should complete a separate application for each priority. **(SEE ADDENDUM I GRANT FUNDING PRIORITY LIST FOR A LISTING OF FUNDING PRIORITIES)**

5. No requests for funding will be acknowledged for any items not listed in Florida Statutes §365.172(9).

6. Salaries and associated expenses for 911 Coordinators and call takers or other 911 personnel will not be funded.

7. Equipment maintenance and warranty costs will not be funded on more than a one year basis.

8. Training costs shall be limited to training for the specific 911 system equipment being funded.

9. Wireline database costs from the Local Exchange Carrier, centerline mapping, vehicle expenses and aerial photography expenses will not be funded.

10. Should two or more counties jointly apply for a grant, each county will be required to complete and submit a Grant Program Application detailing the funds requested and the county responsible for the funds, with a combined grant package and/or a memorandum of understanding of all counties involved detailing the entire project.

11. Equipment procurement shall be based on the county's purchasing requirement and the applicable State purchasing requirements including Florida Statutes 112.061.

Grant Accounting and Reporting Procedures

12. Grant funds shall be deposited in an account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the County. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Grant funds, including accrued interest, can only be used between the beginning and ending dates of the grant unless the Board authorizes an extension. Time extension requests shall be submitted on a Request for Change Form. Failure to have the grant underway; e.g., equipment under contract, may result in the rejection of a time extension request and grantee county may be required to return the grant funds.

13. Grant funds must be deposited in an interest-bearing account, any interest generated must be spent as part of this project or the interest shall be returned to the Board. Utilization of the interest funds shall be authorized through an approved Request for Change Form and expenditure documentation shall be included in the final report.

14. Grantees will be required to submit quarterly reports summarizing all expenditures and status of the grant project. The report periods will end on September 30, December 31, March 31, and June 30 of each year with reports due within 30 days after these dates. In lieu of submitting a signed quarterly Budget/Expenditure Report form, the updated form can be e-mailed to the Board's administrative/technical staff. The County's Board of County Commission Chairperson shall be notified when updates are not received within 45 days. Funding continuance will be based on timely submission of quarterly reports.

15. At project completion, a final report shall be submitted based on the same reporting periods described above. The County shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.

16. Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within three years after a grant ends, funds must be returned on a pro rata basis.

17. The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained.

18. No changes or departures from the original request shall be permitted unless approved in writing by the Board. Such requests shall be submitted using the form attached in Appendix II. Any unauthorized change shall require the return of grant funds, plus any interest accrued.

19. The Board reserves the right to adjust the funds awarded based upon the minimum allowable specification for performing the needed E911 function.

20. Applications will be awarded based upon the priorities set by the Board as listed in Addendum I GRANT FUNDING PRIORITY LIST.

21. Quarterly reports and Request for Change forms may be faxed, emailed, mailed or delivered to the E911 Board Administrative or Technical Staff.

22. Applications must be delivered to the following address:
    State of Florida E911 Board
    ATTN: Penney Taylor
    4050 Esplanade Way
    Building 4030 - Suite 160E
    Tallahassee, Florida 32399-0950

23. Grant funds shall be awarded during two fiscal schedules: 2007-08 (1st and 2nd quarter of 2008) and 2008-09 (3rd and 4th quarter of 2008). There is only one grant submissions date, February 1, 2008. The grants received as of that date will be used for both grant award schedules.

E911 STATE GRANT PROGRAM CALENDAR

	2007-08 Schedule	**2008-09 Schedule**
Counties submit Application	by February 1, 2008	by February 1, 2008
Board Members evaluate applications	February – April, 2008	February – July, 2008
Board votes on applications to fund at regularly scheduled meeting	February - June, 2008	July – October, 2008
Board sends notification of funding and issues check to counties approved for funding	before June 30, 2008	before December 30, 2008
Implementation period	One year from receipt of award and funds.	One year from receipt of award and funds.

24. Grant funds for the 2007-08 schedule will be disbursed in the 1st and 2nd quarter of 2008 upon notification of award. Notification of awards will be provided for the 2008-09 schedule but the grant funds will not be disbursed until the E911 Board receives a copy of the actual contract for the project.

25. The determination of the grant award schedule used to award approved grants will be based on grant funding, application requirements, grant priorities and county information submitted in the grant application. If a county would prefer the grant request to be awarded in the second grant schedule, note this in grant application item #7.

County Seminole

STATE OF FLORIDA E911 BOARD

E911 STATE GRANT PROGRAM APPLICATION

Total Amount Requested: **$1,694,702.56**

Project Title: **E911 System Upgrade**

1. Board of County Commissioners Chair: Brenda Carey

Mailing Address: 1101 E. First Street

City: Sanford
State: Florida Zip: 32771 -
Phone: (407) 665-7209 Fax: 407-665-7958
Suncom:
Email Address: alockhart@seminolecountyfl.gov

2. County 911 Coordinator: Dina Walker

Mailing Address: 150 Bush Blvd

City: Sanford
State: Florida Zip: 32773 - 6706
Phone: (407) 665-5911 Fax: 407-665-5036
Suncom:
Email Address: mwalker@seminolecountyfl.gov

3. Federal Tax ID Number: 59740013K

County Seminole

COUNTY INFORMATION

4. County Fact Sheet

A. County Seminole

B. Population 425,645

C. Total Number of Incoming Nonwireless Trunks 41

D. Total Number of Incoming Wireless Trunks 0

E. Number of PSAP's 5

F. Number of Call Taker Positions 46

G. Total Estimated Volume of 911 Calls (Please complete table)

AGENCY	WIRELINE	WIRELESS	TOTAL
Law Enforcement	18953	12176	31129
Fire	2825	1171	3996
Emergency Medical Services	Inc. in fire	Inc. in fire	
TOTAL	21778	13347	372,285 yr

H. a. What equipment is needed to maintain the Enhanced 911 system?

-Recording Equipment Yes ☒ No ☐

-Generator Yes ☐ No ☐

-CPE Equipment Yes ☒ No ☐

-Other (Please specify) 911 Workstation equipment

b. What are the current monthly costs for your E911 system (circuits, customer records, hardware and software, etc.)? $101,199.00

c. What are the current monthly costs for maintenance of items included in b? $ included

I. Financial Information:

a. Amount of County 911 capitol expenditure carry forward currently available 525,126.00

b. 911 fee revenue used for call taker salaries & expenditures (FY2006-07) $223,721.24

c. 911 fee revenue used for 911 personnel salaries & expenditures (FY2006-07) $190,676.70

d. County funded 911 expenditures (FY2006-07) $0

e. Total 911 expenditures (FY2006-07) $1,949,077.00

f. Total 911 fee revenues (FY2006-07) $2,474,203.00 inc. interest

County Seminole

PROJECT DESCRIPTION AND JUSTIFICATION

A 12 POINT FONT MUST BE USED OR LEGIBLE HAND PRINTING

5. NEEDS STATEMENT: Describe your county's existing E911 system and justify the project. Describe why your county is requesting this grant and why your county would not be able to complete this project without this grant program. (Please limit needs statement to no more than one page.)

Seminole County currently has Positron Lifeline and IAP Plus workstations and Power 911 IWS at all five of our PSAPs. All of our equipment is over five years old and we received an End of Life notification for the IAP Plus workstations, ICM, UPI, and Express TTD keyboard equipment, effective July 2007. Currently our Power 911 and Lifeline CPE are being interfaced via the IAP workstations however due to End of Life, parts for repair and replacement are getting more difficult and expensive to find. Due to the difficulty of locating parts, at times repairs to our workstations are delayed causing service levels to be under what is needed for maximum efficiency. Due to our need to replace our current equipment as soon as possible, Seminole County is requesting consideration for Priority One Grant assistance.

To insure continued operations of the county's E911 system, the current system needs immediate replacement. The county's current funding is insufficient for the replacement and purchase of this equipment.

We currently have $525,126.00 in capital carry-forward funds, however that will only allow us to replace a portion of our PSAPs equipment. The carry forward funds have been budgeted for logging recorder replacement utilizing $300,000 of the carry forward funds. Funds are required for wireless phase II mapping system equipment and needed network upgrades, TTY devices and contingency. Award of this grant would allow us to replace all of our PSAPs equipment making the project more cost efficient and allow less liability.

6. PURPOSE: Briefly describe goal(s) and how this grant project would be in concurrence with the State E911 Plan.

The purpose of this grant is to replace the current E911 system with one that will meet the goals set forth by the State of Florida's 911 Plan on Enhanced 911 Systems. We will be able to expand our number or operator workstations as needed without difficulty of locating parts and timely delays. Another great benefit of moving to the Positron Viper is the ability to condense the amount of equipment. With the planned replacement, we will move from having five separate sets of back room equipment to maintain to only two Viper systems servicing the entire County.

County Seminole

7. PROJECT DESCRIPTION/JUSTIFICATION. Describe the project including the objectives, required steps and an approximate schedule or time frame with procurement and payment milestones. (Include sole source justification if applicable)

This project will require installation of new CPE at two locations and front room equipment at all five PSAP locations in the County. Positron VIPER facilitates the addition of call-handling positions remote from the PSAP. Through VoIP technology, voice and data can be transmitted together simultaneously, ensuring that remote positions have access to the features and data available at the main center, at any time. Since we are an existing Power 911 customer the transition will be painless. The same Power 911 GUI that is used to today is used with Positron VIPER. This minimizes training time and provides the same reliable interface that call-handlers are used to today. Since one of the cad systems used in the county is also manufactured by Positron and we are considering purchasing their Voice Recording equipment, we hope that by purchasing straight from Positron we will have one point of contact for repair issues and lower maintenance costs.

Upon notification of grant award Seminole County will begin to contract with Positron via the purchasing process. The anticipated schedule is:

0-90 Days – Work with Procurement and Purchasing department on contract

91- 140 Days –0rder equipment and hold planning meetings

141-210 Days – Await deliver of equipment and prepare work area

211- 230 Days – Equipment delivered, installation and training begins.

Seminole County requested proposals from CPE vendors including the Local Exchange Carrier. We received three actual quotes from the requests. Attached are copies of the requests and responses from the other vendors. The proposal used for the budget report and this grant was from Positron as both our equipment vendor and service/maintenance provider.

8. Budget/Expenditure Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; E911 System, and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions {if any} in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vender quote.**

County:	**Seminole**	**Grant Number:**		**Report Date:**	

For Grant Period Ending:	☐	**September30**	☐	**December31**	☐	**March 31**	☐	**June 30**	**Year:**		**FINAL**	☐

Proposed Budget					USE FOR QUARTERLY REPORTS	
Line Item	Unit Price	Quan.	Total Cost		Revised Budget	Expenditure Year-to-Date
A. Systems (Hardware, Software, Equipment & Labor)						
Positron Viper System and Power 911 Intelligent Workstations w/Power Map & Power MIS		5	$2,046,374.55			
E-Printer		5	$29,430.00			
	Total System Items		1,919,828.55			
B. Services (Training, Maintenance and Warranty Items)						
	Total Service Items					
		System Total	$2,075,804.55			
County E911 Funding Total (Carry Forward Funds) (If applicable)			$225,126.00			
		Grant Request Total	$ 1,694,702.56			

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	$
Total Interest for Grant Period	$
Final Completion Date:	

Signature, 911 Coordinator

County Seminole

9. ASSURANCES

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant, return of all funds and interest accrued (if any), to the Board and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised in the Florida Administrative Weekly and that 21 days after this advertisement the grantee waives any right to challenge or protest pursuant to Chapter 120, F.S.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds, will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, plus interest (if any) accrued.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

10. AUTHORITY

I hereby affirm my authority and responsibility for the use of funds requested.

_____ _____
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS DATE

_____
Printed Name

_____ _____
ATTESTED TO DATE

Appendix I

Request for Change

Name of County: _____

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
TOTAL	$	$

Justification For Change:

_____ _____

Signature of Authorized Official Date

For E911 Board use only.

Approved: Yes ☐ No ☐

_____ _____

E911 Board's Authorized Representative Date

Addendum I

Funding Priorities for the E911 State Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 County Grant Program will be made on a PRIORITY basis. County grant applications shall be prioritized based on the availability of funds, current system life expectancy, system replacement needs, and Phase II compliance per the Federal Communications Commission. No grants will be available to any county for next-generation deployment until all counties are Phase II complete. There will be four (4) priorities as identified below:

PRIORITY 1: Counties with E911 Phase II systems that require immediate system replacement to maintain enhanced 911 status or when the expected life of the system is less than 1 year. Should any funds remain after provisioning for Priority 1 needs, remaining funds will be made available for Priority 2 grants.

PRIORITY 2: Statewide or regional next generation 911 systems including routing system implementations. Should any funds remain after provisioning for Priority 1 & 2 needs, remaining funds will be made available for Priority 3 grants.

PRIORITY 3: Counties with E911 or Phase II Systems requesting system upgrades related to next generation 911 system implementations. These may be hardware, software, network, or data base requirements. Should any funds remain after provisioning for Priority 1, 2 & 3 needs, remaining funds will be made available for Priority 4 grants.

PRIORITY 4: Statewide or regional systems including but not limited to mapping, geographic information systems (GIS) and backup system implementations. Should any funds remain after provisioning for Priority 1, 2, 3 & 4 needs, remaining funds will be made available for Priority 5 grants.

PRIORITY 5: Counties with E911 systems that require replacement of necessary hardware or software components for maintaining enhanced 911 status or wireless Phase II status. Should any funds remain after provisioning for Priority 1, 2, 3, 4, & 5 needs, remaining funds will be made available for Priority 6 grants.

PRIORITY 6: Counties with E911, Phase I or Phase II systems that require allowable 911 expense items that are not defined in Priorities 1, 2, 3, 4, & 5 but are needed to maintain a complete 911 system. This may include hardware or software that is allowable by the statutes but not covered in Priority 1, 2, 3, 4, & 5.

Priority 1 grants shall be funded first then Priority 2 and so forth until a priority level is reached where there are insufficient funds to fund all approved grant requests. Total funding for this priority may be adjusted based on the remaining funds available for these applications and the number of applications.

Funding Matrix

Awarded funding will be based on the county's financial need and the grant award may be adjusted based on the amount of capitol expenditure carry forward currently available, number of PSAP positions per population, number of calls per position and/or population, the county's currently assessed LEC E911 fee and other factors including percentage use of fee revenue for call taker and personnel costs.

The Funding Matrix will be completed and used in the grant evaluation process by the E911 Board. It is included in the grant application for informational purposes. Each of the items in the Funding Matrix will scored based on a value between zero and two. The following Funding Matrix Worksheet is an example of a completed worksheet with the maximum score on all items.

For E911 Board use only.

Error! Not a valid link.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-63 - $785,941 - Community Services - State Housing Initiatives Program Grant Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** BettySegal **EXT:** 7171

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-63 through the State Housing Initiatives Partnership Grant Fund in the amount of $785,941.00 to increase funding for the "SHIP" grant program.

County-wide Lin Polk

BACKGROUND:
The "SHIP" grant program generates program income consisting of interest ($292,686), principal and interest received on mortgage payments ($61,745), and mortgage pay-offs ($431,510), totaling $785,941. Allocation of the program income received from July 1, 2007 through April 30, 2008 is being made so that new acquisition and rehabilitation projects can commence.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-63 through the State Housing Initiatives Partnership Grant Fund in the amount of $785,941.00 to increase funding for the "SHIP" grant program.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2008-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
B Segal Analyst	5/5/08 Date
Budget Manager	Date
Director	Date
08-63 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Community Services
Fund(s): State Housing Initiatives Partnership (SHIP)

PURPOSE: To allocate SHIP Program Income received July 1, 2007 through April 30, 2008, so that new acquisition and rehabilitation projects can commence and encumbrances be established. This also true's up the estimated award to the actual award received.

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
12008.361100		Interest on Investments	$292,686
12008.369120		SHIP Mortgage Principal	56,006
12008.361120		SHIP Mortgage Interest	5,739
12008.369900		SHIP Miscellaneous Other	431,510
Total Sources			**$ 785,941**

Uses:

Account Number	Project #	Account Title	Amount
12008.335910		SHIP Program	$374
12008.066708.580821		Aid to Private Organizations	785,567
Total Uses			**$ 785,941**

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 #08-66 - $187,473 - Environmental Services - Water and Sewer Bonds, Series 2006 - Apple Valley Pump Station

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Karen Hufman **EXT:** 7173

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Resolution (BAR) # 08-66 through the Water and Sewer Bond Fund, Series 2006 in the amount of $187,473.00 to increase funding for the Apple Valley Pump Station Project.

County-wide Lin Polk

BACKGROUND:

The Apple Valley Pump Station Project will provide replacement construction for a pump station. The original cost estimate was based on rehabilitation of the existing wet well. During the design phase, it was determined that the wet well was not repairable and a new wet well would be needed, along with associated new piping, valving, and a manhole. It was also determined that a new backup power generator would be needed. Construction is anticipated to start in July 2008 and finish in February 2009.

The County expended $ 29,956 through September 30, 2007 on this project. The current budget for this project is $253,544. After approval of the attached BAR, the total project budget in the current year will be $441,017, resulting in a total project cost of approximately $470,973.

Funding provided by the attached BAR will allow the addition of a new wet well and back-up power generator. Funding for these additional costs is being provided from reserves. After the attached budget adjustment, the reserve balance in the Water and Sewer Bond Fund, Series 2006 will be $23,846,567. No other additional costs are anticipated for this project.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Resolution (BAR) # 08-66 through the Water and Sewer Bond Fund, Series 2006 in the amount of $187,473.00 to increase funding for the Apple Valley Pump Station Project.

ATTACHMENTS:

1. BAR 08-66

Additionally Reviewed By:
No additional reviews

2008-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
K Hufman Analyst	5/19/08 Date
Budget Manager	Date
Director	Date
08-66 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Environmental Services
Fund(s): Water & Sewer Bonds, Series 2006

PURPOSE: Additional appropriation for the Apple Valley Pump Station Project due to increased scope/costs.

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

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

Sources:

Account Number	Project #	Account Title	Amount
40105.999915.599994		Reserve for Capital Improvements	187,473
Total Sources			**$ 187,473**

Uses:

Account Number	Project #	Account Title	Amount
40105.087817.560650	00203901	Construction In Progress	187,473
Total Uses			**$ 187,473**

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 #08-67 - $200,000 – Administrative Services – Self-Insurance Fund – Midway Community Center Rebuild

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Timothy Jecks **EXT:** 7181

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-67 through the Self-Insurance Fund in the amount of $200,000.00 for the rebuilding of the Midway Community Center.

County-wide Lin Polk

BACKGROUND:

The roof of the Midway Community Center collapsed on June 6, 2007 mainly due to the weight of rain water, which was collecting on top of the building. Upon further investigation by Seminole County's Facilities Management/Construction Management Division and Rhodes-Brito Architects, it was observed that the building had *water intrusion, structural fatigue, interior and exterior destruction and vandalism.* The Building will need to be brought to current building and ADA codes for public use.

Design assumptions were based on the current building codes and other regulatory requirements for the renovation of the existing building. For the design, the code and regulatory requirements considered would minimally be *ADA, Fire Protection, Florida Building Codes, Health Department Certification and St. Johns River Water Management District.* The building would be designed for replacement in kind without any expansion or extra features. A full set of building construction plans would need to be approved at various stages by multiple permitting/regulatory agencies for approval.

The budget provided by this BAR will provide for A&E costs, which will be used to determine the total cost of the rebuild. All project costs above $200,000 are anticipated to be covered by insurance reimbursement. Once the total project cost is determined, another BAR will be brought to the Board to appropriate those funds.

It is estimated that the design phase could take 6 – 8 months

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #06-67 through the Self-Insurance Fund in the amount of $200,000.00 for the rebuilding of the Midway Community Center.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Timothy Jecks Analyst	05/20/08 Date
Budget Manager	Date
Director	Date
BAR 08-67	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Administrative Services**
Fund(s): **Self-Insurance Fund**

PURPOSE: To fund A&E costs related to the Rebuild of the Midway Community Center. All project costs above $200,000 are anticipated to be covered by insurance reimbursement.

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
50100.599998		Reserve for Contingency	$200,000
Total Sources			**$ 200,000**

Uses:

Account Number	Project #	Account Title	Amount
50100.010504.560650	00278901	Capital In Progress (Midway Community Center Rebuild Project)	200,000
Total Uses			**$ 200,000**

BUDGET AMENDMENT RESOLUTION

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

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Brenda Carey
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #08-24 - $107,891 - General Fund - OnBase/Workflow Software acquisition

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) #08-24 through the General Fund in the amount of $107,891 in order to fund the acquisition of the OnBase / Workflow software.

County-wide Lin Polk

BACKGROUND:

The OnBase / Workflow software system is a system of interrelated software modules which are required in order to more efficiently and effectively process documents by the Information Technology Services Department. The related modules consist of the following items:

- Records Management
- Distributed Disk Services
- Integration for Microsoft InfoPath
- Digital Signature
- Signature Pad Interface
- Workflow Enterprise Server
- Workflow Workstation Client
- WorkView Concurrent Client SL

The County's FY 2007/08 adopted budget included funding for the OnBase / Workflow software, installation, and training. The attached Budget Change Request (BCR) consolidates all applicable funding contained within the Department's FY 2007/08 Operating Budget for the acquisition of the OnBase / Workflow software system into a single project for the acquisition and implementation of the software.

General Fund Reserves are not affected by the attached BCR.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Budget Change Request (BCR) #08-24 through the General Fund in the amount of $107,891 in order to fund the acquisition of the OnBase / Workflow software.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	08-24

DATE: 5/27/08

FROM: **Department** Information Technology Services

Division Development

WHAT IS NEEDED:

Operational Adjustment	Project Adjustment
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)
☐ New program or service: program or service is not in this fiscal year's budget.	☒ New project. Project is not in this fiscal year's budget.

Detailed Explanation:

To provide funding for the OnBase / Workflow project, including software acquisition, installation, training, and ancillary costs..

Fund # 00100 **Fund Name** General Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	00100.140620.530340		Contracted Services	$ 8,715
	00100.140620.530400		Travel and Per Diem	1,250
	00100.140620.530520		Operating Supplies	8,526
	00100.140630.530310		Professional Services	89,400
			TOTAL	**$ 107,891**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER	00100.140620.560642	00279201 (New)	Capital Equipment >$4,999 (OnBase / Workflow Software)	$103,901
TO	00100.140620.530340	00279201 (New)	Contracted Services (OnBase / Workflow Software)	$3,990
			TOTAL	**$ 107,891**

RECOMMENDATION: ☒ Approval Date 5/20/08 Analyst Fredrik Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 6/10/08 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #08-25 - $8,100 - General Fund - Tower top amplifier

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) #08-25 through the General Fund in the amount of $8,100 in order to fund the Tower Top Amplifier project.

County-wide Lin Polk

BACKGROUND:

The Tower Top Amplifier project consists of the purchase of a spare tower top amplifier. Seminole County's 800 MHz radio system currently has nine tower top amplifiers installed at nine tower sites. Seminole County has no spare tower top amplifiers. In the event that a tower top amplifier is lost due to electrical failure or lightning strike, Seminole County does not have the capability of immediately replacing an existing amplifier. During this time, the First Responders would have poor, degraded communications with field units and 911 communications centers.

The attached Budget Transfer Request transfers funds available within the Information Technologies Department's operating appropriations to establish funding in the amount of $8,100 to purchase an additional Tower Top Amplifier.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the Budget Change Request (BCR) #08-25 through the General Fund in the amount of $8,100 in order to fund the Tower Top Amplifier project.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	08-25

DATE: 5/27/08

FROM: **Department** Information Technology Services

Division Operations

WHAT IS NEEDED:

Operational Adjustment	Project Adjustment
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)
☐ New program or service: program or service is not in this fiscal year's budget.	☒ New project. Project is not in this fiscal year's budget.

Detailed Explanation:

To provide funding for the Tower Top Amplifier project.

Fund # 00100 **Fund Name** General Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	00100.140510.530520		Operating Supplies	$ 8,100
			TOTAL	**$ 8,100**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	00100.140510.560650	00279101 (New)	Construction in Progress (Tower Top Amplifier)	$ 8,100
			TOTAL	**$ 8,100**

RECOMMENDATION: ☒ Approval Date 5/20/08 Analyst Fredrik Coulter Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 6/10/08 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #08-26 - $127,454 - Facilities Maintenance Fund - Administrative Services - Public Safety Building Server Room HVAC

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Timothy Jecks **EXT:** 7181

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Budget Change Request (BCR) #08-26 through the Facilities Maintenance Fund in the amount of $127,454.00 to provide additional funding for the Public Safety Building Server Room HVAC project.

County-wide Lin Polk

BACKGROUND:

The attached BCR is associated with CC-2546-07/DRS with Air Mechanical, which will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for purchase and installation of a dedicated HVAC system for the Information Technology Services computer room located at the Seminole County Public Safety Building. The low bid for that contract was $336,701 and Facilities Management has requested an additional 5% contingency ($16,835) for a total 07/08 project budget of $353,536.

There is currently $226,082 budgeted in 07/08 for the project. Funding is available in the Facilities Maintenance Fund to cover the additional $127,454 needed for the project. The attached Budget Change Request does not affect the Facilities Maintenance Fund's Reserves.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #08-26 through the Facilities Maintenance Fund in the amount of $127,454.00 to provide additional funding for the Public Safety Building Server Room HVAC project.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	08-26

DATE: 3/20/08

FROM: **Department** Administrative Services

Division Fleet and Facilities Management

WHAT IS NEEDED:

Operational Adjustment	Project Adjustment
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Cost)	☒ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increased Cost)
☐ More funds for Budgeted program: Program is budgeted but additional funds are requested (Increased Scope)	☐ More fund for Budgeted project: Project is budgeted but additional funds are requested. (Increase Scope)
☐ New program or service: program or service is not in this fiscal year's budget.	☐ New project: Project is not in this fiscal year's budget.

Detailed Explanation:

To provide additional funding for the HVAC system in the Public Safety Building Server Room.

Fund # 00108 **Fund Name** Facilities Maintenance Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	00108.010590.530462.203		Repairs & Maint – PA HVAC General Gov't	$127,454
			TOTAL	**$127,454**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	00108.010590.560650	00254401	Capital In Progress (PSB Server Room HVAC Project)	$127,454
			TOTAL	**$127,454**

RECOMMENDATION: ☒ Approval Date 3/20/08 Analyst T. Jecks Budget Manager _____

REVIEW: FS Director _____ County Manager _____

BCC APPROVAL: BCC Meeting Date 6/10/08 Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: James B. Bryan III Spring Hammock Infill Donation

DEPARTMENT: Leisure Services **DIVISION:** Natural Lands

AUTHORIZED BY: Joe Abel **CONTACT:** Jim Duby **EXT:** 2001

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Land Donation Agreement for 9.59 acres adjacent to the Spring Hammock Preserve, owned and offered for donation by Mr. James Bryan III.

District 5 Brenda Carey Jim Duby

BACKGROUND:
Mr. James Bryan III contacted County staff in December 2007 and expressed a desire to donate 9.59 acres and all associated interest/easements to the Seminole County Natural Lands Program. This property is located on the northern boundary of the Spring Hammock Preserve immediately to the south of Nativity Catholic Church and west of the Florida Auto Auction with parcel identifications of 21-20-30-5AP-000-0050 and 21-20-30-5LJ-0E00-0000. At their meeting on January 8, 2008 the Seminole County Board of County Commissioners authorized staff to move forward with the development of a Land Donation Agreement and necessary due diligence to process this donation. Survey, Title Search and a Level One Environmental Assessment have all been satisfactorily completed and the attached Land Donation Agreement has been drafted and approved by the County Attorneys Office.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the execution of the attached Land Donation Agreement.

ATTACHMENTS:

1. James Bryan III donation letter
2. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Arnold Schneider)

The Auto Team

Sent Via DHL Overnight Delivery

December 4, 2007

Jim Duby
Manager/Natural Lands
Seminole County Natural Lands Division
3485 North County Road, 426
Geneva, FL 32732

RE: 9.59 Acre Parcel
Located in Seminole County, Florida

To Whom It May Concern:

I would like to donate a piece of property to Seminole County for the benefit of the Spring Hammock Preserves. I own a 9.59 acre parcel, which includes an easement of approximately ¼ mile by 40 feet or 10+/- acres through Spring Hammock Preserves, all of which I'd like to see added to the Preserve. The property is located directly west of the Orlando Longwood Auto Auction in Seminole County. As such, please accept this letter as my formal offer of donation to the Seminole County Natural Lands Division for the benefit of the Spring Hammock Preserve.

Sincerely,

James B. Bryan III

245 Driggs Drive • P.O. Box 4249 • Winter Park, Florida 32793
Phone 407-672-0330

LAND DONATION AGREEMENT

THIS AGREEMENT, entered into this 13 day of May, 2008, by and between **JAMES B. BRYAN, III,** an individual person, whose mailing address is P.O. Box 4249, Winter Park, Florida 32793, hereinafter referred to as "DONOR" and **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "DONEE".

W I T N E S S E T H:

WHEREAS, DONOR owns the unencumbered fee simple title to certain lands within the unincorporated area of Seminole County, hereinafter referred to as the "Property" and legally described as:

> Lot 5 of SPRING HAMMOCK, according to the Plat thereof, as recorded in Plat Book 2, page 2 through 5 inclusive, of the Public Records of Seminole County, Florida and that part of platted Third Road, as shown on the plat of Spring Hammock, as recorded in Plat Book 2, Page 2 though 5 inclusive, of the Public Records of Seminole County, Florida, lying adjacent to said Lot 5 along the Easterly boundary of that portion of Third Road vacated in Resolution 90-R-347 recorded in Official Records Book 2256, Page 1670, Public Records of Seminole County, Florida.
>
> Parcel Identification No.: 21-20-30-5AP-0000-0050

referred to herein after as the "Property"; and

WHEREAS, DONOR desires that the Property become a part of DONEE's Spring Hammock Preserve and that it be preserved in its natural state and used for environmental conservation, habitat for native plant and animal species as well as passive recreation by the general public, consistent with the ordinances and policies of DONEE's Natural Lands Program and DONEE has agreed to accept the Property subject to the terms and conditions herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true, form an integral part of the terms and understandings upon which the parties have relied and are hereby fully incorporated into this Agreement by reference.

2. CONVEYANCE OF REAL PROPERTY ONLY.

(a) This Agreement shall only be for the conveyance of the above described Property. No personal property whatsoever shall be sold, transferred or conveyed by this instrument.

(b) DONOR shall execute and deliver to the DONEE a special warranty deed conveying all rights, fee simple title and interest in the Property forever to DONEE. The parties agree that the Special Warranty Deed may, at DONOR'S option, contain such deed restrictions as DONOR deems necessary to assure that the Property shall only be used for passive recreation as defined in section 190.152(d), Seminole County Code, used consistently with sections 190.154 and 190.155, Seminole County Code as those Code provisions are in effect as of the date hereof and those conservation purposes envisioned in that certain Conservation Easement recorded in Official Records Book 2305, Pages 0260 through and including 0263, Public Records of Seminole County, Florida. The Special Warranty Deed shall contain a reverter clause that in the event DONEE or its successors use the Property inconsistent with such use restrictions, title shall automatically revert to DONOR.

(c) DONOR shall further agree to execute all instruments reasonably required by DONEE's title insurance company necessary to clear title and affirm DONOR's title and interests in the Property so that DONEE's title insurance company may issue an Owner's Title Insurance Policy in DONEE's name in an amount not less than the just market value of the Property as determined by the Seminole County Property Appraiser for the tax year 2008.

3. CLOSING DATE: The closing and execution of the deed and the other closing papers shall occur within ten (10) days from the Contract Date (i.e., within ten (10) days of DONEE giving notice to DONOR of its intent to proceed with acceptance of the Property) unless extended by the parties, and DONOR agrees to deliver possession on the date of closing. The Contract Date shall occur no later than seven (7) days from the date of execution of this Agreement by both parties. Time is of the essence as to the Contract Date and the closing date.

4. ENVIRONMENTAL CONCERNS, ZONING, RESTRICTIONS, EASEMENTS AND OTHER MATTERS: DONEE shall take title subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authority, restrictions and matters appearing of record or otherwise common to the subdivision, public utility easements of record and taxes. The DONOR shall provide an affidavit at or before closing stating that to the best of DONOR's knowledge and belief, no hazardous waste or materials or environmental contaminations or violations are located on, upon or within the Property. In the event that DONOR's affidavit or an environmental audit, performed by DONEE prior to closing at its sole option, confirms or indicates the probable presence of hazardous wastes or materials or environmental contamination on the Property,

DONEE, at its sole option, may elect to terminate this Agreement. If this Agreement is not terminated, DONOR may, but shall not be obligated, at its sole cost and expense and prior to the closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with any and all applicable Federal, State or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to or imposing liability or standards of conduct concerning hazardous waste or materials or environmental contamination ("Environmental Law"). If DONOR elects not to pursue any further assessment, clean up and monitoring of the Property as set forth herein, DONEE may, in its sole discretion, elect not to acquire the Property. If DONEE elects not to acquire the Property, then this Agreement may be terminated by DONEE and neither party shall have any further obligations under this Agreement or liability to the other party for breach of contract damages arising from such termination.

5. OCCUPANCY: DONOR represents that there are no parties in occupancy other than DONOR and that the Property shall not be rented or occupied beyond closing. DONOR agrees to deliver occupancy of Property at time of closing. DONOR shall not convey any interest, right or title in the Property, including leases prior to the date of acceptance of the donated Property by DONEE.

6. RIGHT OF ENTRY. DONEE, its employees, agents and surveyors shall have the right to enter upon the Property prior to the closing for the purposes of conducting necessary surveys, a Level 1 Environmental Review and testing, native and exotic species surveys or other field

analyses necessary and incidental to making its determinations as to accepting or declining of the Property donation. DONEE agrees that it shall assume all risks and further expressly agrees to waive any claim for personal injury or property damage against DONOR that may arise by virtue of DONEE's officials, employees, agents or contractors having previously entered or subsequently entering upon the Property for said purposes. The foregoing agreement by DONEE not to seek tort damages shall survive the closing and termination or expiration of this Agreement.

7. PROPERTY TO BE FREE AND CLEAR OF ALL LIENS. DONOR shall convey the Property free and clear of all mortgages and judgments with the exception of unpaid Property taxes and tax certificates therefore as may have been issued under law by the Seminole County Tax Collector.

8. DONEE RESPONSIBLE FOR CLOSING COSTS. DONEE shall be responsible for all costs to close the donation and effect a conveyance of fee title to DONEE including title insurance, State documentary stamps, recording fees, unpaid real Property taxes, and the DONEE's own attorney's fees. The DONOR shall pay its own attorney's fees and all other costs incurred by DONOR.

9. DONEE'S RIGHT OF REFUSAL. DONEE shall reserve the right, in its sole discretion, prior to closing, to not proceed with the dedication and transfer of fee title of the Property by DONOR to DONEE. This Agreement shall not be construed to permit DONOR to grant, give or dedicate the Property or any portion and/or right thereof to the DONEE, including the recording of any instrument conveying any right/title to the Property in the Public Records of Seminole County, without the DONEE's express approval. In the event that the DONEE shall not approve

the dedication of the Property by the DONOR, this Agreement shall cease and become void with both parties having no further obligation to each other except as provided in section 6 hereof with respect to liability for personal injury and waiver of claims by DONEE.

10. AFFIDAVIT OF OWNERSHIP. The DONOR shall execute the affidavit of ownership required by Fla. Stat. 286.23, attached hereto as Exhibit "A".

11. ENTIRE AGREEMENT BETWEEN THE PARTIES. This Agreement constitutes the entire agreement between the parties hereto and there are no other agreements, understandings and/or representations between the parties with respect to conveyance of the Property.

12. NO ASSIGNMENT OF AGREEMENT AND DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is not assignable by either party to any other person. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

13. MISCELLANEOUS.

(a) The parties represent to each other that each, respectively, has full right, power and authority to execute this Agreement and that they have done all things necessary as conditions precedent to the execution hereof.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida, Orlando Division as to Federal actions.

(c) If any term of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not effect the remaining terms of this Agreement which shall continue in full force and effect.

(d) All sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(e) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restrictions hereon in connection with assignment.

(f) This Agreement may be executed in counterparts, each of which shall be deemed by the parties as an original and all of which shall constitute one and the same Agreement.

SECTION 14. EFFECTIVE DATE. This Agreement shall become effective immediately upon its execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

WITNESSES:

_____

_____

Print Name

_____

_____

Print Name

DONOR

By: _____

JAMES B. BRYAN, III

Date: 5/13/08

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 _____, 2008
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney
AWS/lpk
1/29/08 rev. 3-3-08(AWS)

Attachment:
Exhibit "A" - Affidavit of Interest in Real Property Fla. Stat. 286.23

P:\Users\aschneider\Community Development\Natural Lands\LAND DONATION AGREEMENT - execution copy 5-08.doc

EXHIBIT "A"

AFFIDAVIT OF INTEREST IN REAL PROPERTY, FLA. STAT. 286.23

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this _____ day of _____, 2008, for the sole purpose of compliance with Section 286.23, Fla. Stat.

The undersigned hereby swears and affirms that the following is true: The name and address of the DONOR of the before described Property is:

JAMES B. BRYAN, III, P.O. Box 4249, Winter Park, FL 32793

The name(s) and address(es) of every person having a beneficial interest in the before described Property that is the subject of negotiations for donation by DONOR to DONEE is/are:

(1) Name: _____

Address: _____

(2) Name: _____

Address: _____

(3) Name: _____

Address: _____

Additional names and address are attached as Exhibit "A-1", if any.

FURTHER AFFIANT SAYETH NAUGHT.

WITNESSES:

_____

_____
Print Name

_____

_____
Print Name

DONOR:

By: _____
JAMES B. BRYAN, III

Date: _____

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that, on this _____ day of _____, 20____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES B. BRYAN, III who is ☐ personally known to me or ☐ who has produced _____ as identification; and that he did take an oath.

(Notary Seal)

_____
Notary Public in and for the County and State Aforementioned

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Service Agreements with various contractors to provide children's programs at the branch libraries as part of the Summer Reading Program

DEPARTMENT: Library Services **DIVISION:** Administration - Library Services

AUTHORIZED BY: Jane Peterson **CONTACT:** Jane Peterson **EXT:** 1501

MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute Service Agreements with various contractors to provide children's programs at the branch libraries as part of the Summer Reading Program.

County-wide Jane Peterson

BACKGROUND:
The Library Services Division utilizes outside organizations/individuals to provide children's programs in the libraries. Per Risk Management and the County Attorney's Office, a personal service agreement and proof of insurance is required. Programmers for Summer 2008 are listed below:
Steve Knight, Nifty Puppets $1,480.00
Glenn Sinclair, Mashed Potato Players $2,100.00
Darlene Stewart, Sands Theatre Center/Storybook Theatre $2,000.00
Tim Scarbrough, Lyndel the Magician $2,400.00
Richard Samlin, The Tricky Dog Show $2,100.00
Banks Helfrich, Jiggleman $1,800.00

The total program cost is $11,880.00. The Friends of the Library are funding the entire $11,880.00.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute Service Agreements with various contractors to provide children's' program at the branch libraries as part of the Summer Reading Program.

ATTACHMENTS:

1. Steve Knight contract
2. Glenn Sinclair contract
3. Darlene Stewart contract
4. Tim Scarbrough contract
5. Richard Samlin contract
6. Banks Helfrich contract

SERVICE AGREEMENT
SEMINOLE COUNTY SUMMER READING PROGRAM

THIS AGREEMENT is made and entered into this 8th day of April, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **STEVE KNIGHT,** whose address is 600 Florida Avenue, St. Cloud, Florida 34769, hereinafter referred to as "KNIGHT".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, KNIGHT maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and KNIGHT agree as follows:

SECTION 1. SERVICES PROVIDED BY KNIGHT. COUNTY hereby retains KNIGHT, and KNIGHT hereby agrees to organize and present eight (8) performances of his show, Steve Knight's Nifty Puppets, performing "Goldilocks" for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Monday, June 16, 2008, 2:00 p.m. and 3:30 p.m. - West Branch
Tuesday, June 17, 2008, 2:00 p.m. and 3:30 p.m. - East Branch
Wednesday, June 18, 2008, 10:00 a.m. - North Branch
Wednesday, June 18, 2008, 3:00 p.m. - Central Branch
Thursday, June 19, 2008, 2:00 p.m. and 3:30 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist KNIGHT in its presentation of the above referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2008, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate KNIGHT the total sum of ONE THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS ($1,480.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 19, 2008.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

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

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to KNIGHT by registered or certified mail, return receipt requested. Upon receiving such notice, KNIGHT, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in KNIGHT's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, KNIGHT shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. KNIGHT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, KNIGHT shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. KNIGHT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, KNIGHT shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as KNIGHT has replaced

the unacceptable insurer with an insurer acceptable to COUNTY, KNIGHT shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of KNIGHT to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find KNIGHT, his employees, his agents, or his volunteers to be an employee of COUNTY, and KNIGHT shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. KNIGHT shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library Services Department
150 N. Oxford Road
Casselberry, Florida 32707

For KNIGHT:

Steve Knight
600 Florida Avenue
St. Cloud, Florida 34769

SECTION 12. ENTIRE AGREEMENT.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Witness (Signature)

George Bishop
Witness (Print Name)

Carol Heilman
Witness (Signature)

Carol Heilman
Witness (Print Name)

By: Steve Knight
STEVE KNIGHT

Date: 04/08/08

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

AC/lpk
3/25/08
P:\Users\Legal Secretary CSB\Library&Leisure Services\service agt 2008-Steve Knights Nifty Puppets.doc

SERVICE AGREEMENT
SEMINOLE COUNTY SUMMER READING PROGRAM

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **GLENN SINCLAIR,** whose mailing address is P.O. Box 581, Roseland, Florida 32957, hereinafter referred to as "SINCLAIR".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, SINCLAIR maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and SINCLAIR agree as follows:

SECTION 1. SERVICES PROVIDED BY SINCLAIR. COUNTY hereby retains SINCLAIR, and SINCLAIR hereby agrees to organize and present seven (7) performances of his show, The Mashed Potato Players, for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Monday, June 23, 2008, 2:00 p.m. and 3:30 p.m. - West Branch
Tuesday, June 24, 2008, 2:00 p.m. and 3:30 p.m. - East Branch
Wednesday, June 25, 2008, 10:00 a.m. - North Branch
Wednesday, June 25, 2008, 3:00 p.m. - Central Branch
Wednesday, June 25, 2008, 7:00 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist SINCLAIR in its presentation of the above referenced

programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2008, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate SINCLAIR the total sum of TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($2,100.00) for the seven (7) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on June 25, 2008.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

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

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to SINCLAIR by registered or certified mail, return receipt requested. Upon receiving such notice, SINCLAIR, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in SINCLAIR's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, SINCLAIR shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. SINCLAIR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, SINCLAIR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. SINCLAIR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, SINCLAIR shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SINCLAIR

has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SINCLAIR shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of SINCLAIR to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find SINCLAIR, his employees, his agents, or his volunteers to be an employee of COUNTY, and SINCLAIR shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. SINCLAIR shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library Services Department
150 N. Oxford Road
Casselberry, Florida 32707

For SINCLAIR:

Glenn Sinclair
P.O. Box 581
Roseland, Florida 32957

SECTION 12. ENTIRE AGREEMENT.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Jeffrey L Voegele
Witness (Signature)

Jeffrey L. Voegele
Witness (Print Name)

Witness (Signature)

PATRICIA DAVIS
Witness (Print Name)

By: Glenn Sinclair
GLENN SINCLAIR

Date: 4-11-08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/25/08
P:\Users\Legal Secretary CSB\Library&Leisure Services\service agt 2008-Mashed Potato Players.doc

SERVICE AGREEMENT
SEMINOLE COUNTY SUMMER READING PROGRAM

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **DARLENE STEWART,** whose address is 600 N. Woodland Boulevard, Deland, Florida 32720, hereinafter referred to as "STEWART".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, STEWART maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and STEWART agree as follows:

SECTION 1. SERVICES PROVIDED BY STEWART. COUNTY hereby retains STEWART, and STEWART hereby agrees to organize and present eight (8) performances of her show, Sands Theatre Center/Storybook Theatre, performing "Whole Wide World at Your Library" for the Seminole County Summer Reading Program, for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Monday, July 7, 2008, 2:00 p.m. and 3:30 p.m. - West Branch
Tuesday, July 8, 2008, 2:00 p.m. and 3:30 p.m. - East Branch
Wednesday, July 9, 2008, 10:00 a.m. - North Branch
Wednesday, July 9, 2008, 3:00 p.m. - Central Branch
Thursday, July 10, 2008, 2:00 p.m. and 3:30 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist STEWART in its presentation of the above-referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2008, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate STEWART the total sum of TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 10, 2008.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

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

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to STEWART by registered or certified mail, return receipt requested. Upon receiving such notice, STEWART, at her own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in STEWART's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, STEWART shall, at her sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. STEWART shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, STEWART shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. STEWART shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, STEWART shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as STEWART

has replaced the unacceptable insurer with an insurer acceptable to COUNTY, STEWART shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of STEWART to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find STEWART, her employees, her agents, or her volunteers to be an employee of COUNTY, and STEWART shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. STEWART shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library Services Department
150 N. Oxford Road
Casselberry, Florida 32707

For STEWART:

Darlene Stewart
600 N. Woodland Boulevard
Deland, Florida 32720

SECTION 12. ENTIRE AGREEMENT.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Tracy McCoy
Witness (Signature)

Tracy McCoy
Witness (Print Name)

Pamela Keezel
Witness (Signature)

Pamela Keezel
Witness (Print Name)

By: Darlene J. Stewart
DARLENE STEWART

Date: 4-8-08

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
3/25/08
P:\Users\Legal Secretary CSB\Library&Leisure Services\service agt 2008-Sands Theatre.doc

SERVICE AGREEMENT
SEMINOLE COUNTY SUMMER READING PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **TIM SCARBROUGH,** whose mailing address is P.O. Box 2493, Winter Haven, Florida 33883-2493, hereinafter referred to as "SCARBROUGH".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, SCARBROUGH maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and SCARBROUGH agree as follows:

SECTION 1. SERVICES PROVIDED BY SCARBROUGH. COUNTY hereby retains SCARBROUGH, and SCARBROUGH hereby agrees to organize and present eight (8) performances of his show, Lyndel the Magician, for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Monday, July 14, 2008, 2:00 p.m. and 3:30 p.m. - West Branch
Tuesday, July 15, 2008, 2:00 p.m. and 3:30 p.m. - East Branch
Wednesday, July 16, 2008, 10:00 a.m. - North Branch
Wednesday, July 16, 2008, 3:00 p.m. - Central Branch
Thursday, July 17, 2008, 2:00 p.m. and 3:30 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist SCARBROUGH in its presentation of the above referenced programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2008, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate SCARBROUGH the total sum of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($2,400.00) for the eight (8) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 17, 2008.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

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

from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to SCARBROUGH by registered or certified mail, return receipt requested. Upon receiving such notice, SCARBROUGH, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in SCARBROUGH's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, SCARBROUGH shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. SCARBROUGH shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, SCARBROUGH shall, at the

option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. SCARBROUGH shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, SCARBROUGH shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company

meeting the requirements of this Agreement. Until such time as SCARBROUGH has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SCARBROUGH shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of SCARBROUGH to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find SCARBROUGH, his employees, his agents, or his volunteers to be an employee of COUNTY, and SCARBROUGH shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. SCARBROUGH shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library Services Department
150 N. Oxford Road
Casselberry, Florida 32707

For SCARBROUGH:

Tim Scarbrough
P.O. Box 2493
Winter Haven, Florida 33883-2493

SECTION 12. ENTIRE AGREEMENT.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Witness (Signature)

FRED MOORE

Witness (Print Name)

A. Moore

Witness (Signature)

ADRIANA MOORE

Witness (Print Name)

By: _____

TIM SCARBROUGH

Date: 04/11/08

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
3/25/08
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BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

BRENDA CAREY, Chairman

Date: _____

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

SERVICE AGREEMENT
SEMINOLE COUNTY SUMMER READING PROGRAM

THIS AGREEMENT is made and entered into this 14 day of May, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **RICHARD SAMLIN,** whose address is 1648 San Charles Drive, Dunedin, Florida 34698, hereinafter referred to as "SAMLIN".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, SAMLIN maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and SAMLIN agree as follows:

SECTION 1. SERVICES PROVIDED BY SAMLIN. COUNTY hereby retains SAMLIN, and SAMLIN hereby agrees to organize and present seven (7) performances of his show, The Tricky Dog Show, for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Tuesday, July 22, 2008, 2:00 p.m. and 3:30 p.m. - East Branch
Wednesday, July 23, 2008, 11:00 a.m. - North Branch
Wednesday, July 23, 2008, 3:00 p.m. - Central Branch
Wednesday, July 23, 2008, 7:00 p.m. - West Branch
Thursday, July 24, 2008, 2:00 p.m. and 3:30 p.m. - Northwest Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist SAMLIN in its presentation of the above referenced programs

by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2008, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate SAMLIN the total sum of TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS ($2,100.00) for the seven (7) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 24, 2008.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

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

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the

Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to SAMLIN by registered or certified mail, return receipt requested. Upon receiving such notice, SAMLIN, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in SAMLIN's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, SAMLIN shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. SAMLIN shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, SAMLIN shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in

full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. SAMLIN shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, SAMLIN shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SAMLIN has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SAMLIN shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of SAMLIN to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find SAMLIN, his employees, his agents, or his volunteers to be an employee of COUNTY, and SAMLIN shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. SAMLIN shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library Services Department
150 N. Oxford Road
Casselberry, Florida 32707

For SAMLIN:

Richard Samlin
1648 San Charles Drive
Dunedin, Florida 34698

SECTION 12. ENTIRE AGREEMENT.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Jayson Nilson
Witness (Signature)

Jayson Nilson
Witness (Print Name)

William E Miles
Witness (Signature)

William E Miles
Witness (Print Name)

By: _____
RICHARD SAMLIN

Date: 5/14/08

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

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

AC/lpk
3/25/08
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SERVICE AGREEMENT
SEMINOLE COUNTY SUMMER READING PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **BANKS HELFRICH,** whose address is 4811 S. Fern Creek Avenue, Orlando, Florida 32806, hereinafter referred to as "HELFRICH".

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners desires to retain the services of competent and qualified professionals to provide educational programs for Seminole County residents; and

WHEREAS, HELFRICH maintains a staff of competent and qualified professionals and desires to provide such programs for Seminole County residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, COUNTY and HELFRICH agree as follows:

SECTION 1. SERVICES PROVIDED BY HELFRICH. COUNTY hereby retains HELFRICH, and HELFRICH hereby agrees to organize and present six (6) performances of his show, Jiggleman, for the Seminole County Summer Reading Program. The shows are scheduled as follows:

Monday, July 28, 2008, 3:00 p.m. - Central Branch
Monday, July 28, 2008, 7:00 p.m. - Northwest Branch
Tuesday, July 29, 2008, 10:00 a.m. - North Branch
Tuesday, July 29, 2008, 2:00 p.m. and 3:30 p.m. - East Branch
Tuesday, July 29, 2008, 7:00 p.m. - West Branch

SECTION 2. RESPONSIBILITIES OF COUNTY. The COUNTY hereby agrees to assist HELFRICH in its presentation of the above referenced

programs by making space available at the East, Central, North, Northwest, and West Branch Libraries on the dates specified for these programs.

SECTION 3. TERM. This Agreement shall take effect on the date of its full execution and shall remain in effect through November 30, 2008, unless terminated earlier as provided herein.

SECTION 4. COMPENSATION. COUNTY agrees to compensate HELFRICH the total sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($1,800.00) for the six (6) scheduled programs. Said amount shall be payable by the COUNTY in full no later than thirty (30) days after the final program on July 29, 2008.

SECTION 5. TERMINATION AND CANCELLATION. This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

SECTION 6. INDEMNIFICATION.

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

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to HELFRICH by registered or certified mail, return receipt requested. Upon receiving such notice, HELFRICH, at his own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent to the extent practicable the obtaining of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in HELFRICH's defense of any such action, suit, or proceeding.

SECTION 7. INSURANCE.

(a) During the entire term of this Agreement, HELFRICH shall, at his sole expense, obtain and maintain general liability insurance with a limit of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries including accidental or wrongful death to any one person. HELFRICH shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing such general liability insurance policy. COUNTY, its officials, officers, and employees shall be named as additional insured parties under the general liability insurance policy. The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of such statement on the Certificate of Insurance, HELFRICH shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized

representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. HELFRICH shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(b) Any insurance company used to provide insurance hereto must meet the following requirements:

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

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority or fail to maintain the requisite Best's Rating and Financial Size Category, HELFRICH shall, as soon as he has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as HELFRICH

has replaced the unacceptable insurer with an insurer acceptable to COUNTY, HELFRICH shall be deemed to be in breach of this Agreement.

SECTION 8. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of HELFRICH to COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find HELFRICH, his employees, his agents, or his volunteers to be an employee of COUNTY, and HELFRICH shall be entitled to none of the rights, privileges, or benefits of Seminole County employees including coverage under COUNTY's Workers' Compensation Insurance Program.

SECTION 9. SUBCONTRACTORS. HELFRICH shall not enter into subcontracts for any of the services provided for in this Agreement.

SECTION 10. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement or any interest arising herein without the written consent of the other.

SECTION 11. NOTICE. Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

For COUNTY:

Seminole County Library Services Department
150 N. Oxford Road
Casselberry, Florida 32707

For HELFRICH:

Banks Helfrich
4811 S. Fern Creek Avenue
Orlando, Florida 32806

SECTION 12. ENTIRE AGREEMENT.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in a writing of equal dignity herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes expressed herein.

Lynn Sloan
Witness (Signature)
Lynn Sloan
Witness (Print Name)

Grace Helfrich
Witness (Signature)
Grace Helfrich
Witness (Print Name)

By: _____
BANKS HELFRICH
Date: April 8, 2008

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

AC/lpk
3/25/08
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Final Plat Approval for Devon Green Phase IV

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the final plat for Devon Green Phase IV, containing 8 single family residential lots on a 2.50 acre parcel zoned PUD (Planned Unit Development), located at the end of Glencrest Drive within the Heathrow Planned Unit Development, on the north side of Lake Mary Blvd. and west of I-4; in Section 12, Township 20 S, and Range 29 E – Heathrow Country Club, LLC, Heathrow Land Company Limited Partnership, and Devon Green Neighborhood Association, Inc., applicants.

District 5 Brenda Carey Cynthia Sweet

BACKGROUND:

The applicants, Heathrow Country Club, LLC, Heathrow Land Company Limited Partnership, and Devon Green Neighborhood Association, Inc., are requesting approval of the final plat for Devon Green Phase IV, consisting of 8 single family residential lots on a 2.50 acre parcel zoned PUD (Planned Unit Development).

Each lot will be served by Seminole County for water and sewer and the internal road is private. This site is located at the end of Glencrest Drive within the Heathrow Planned Unit Development located on the north side of Lake Mary Blvd. and west of I-4; in Section 12, Township 20 S, Range 29 E.

The plat meets all applicable requirements of the approved PUD Final Master Plan and Developer's Commitment Agreement for Heathrow, Chapter 35, Section 35.44, Seminole County Land Development Code, and Chapter 177, Florida Statutes.

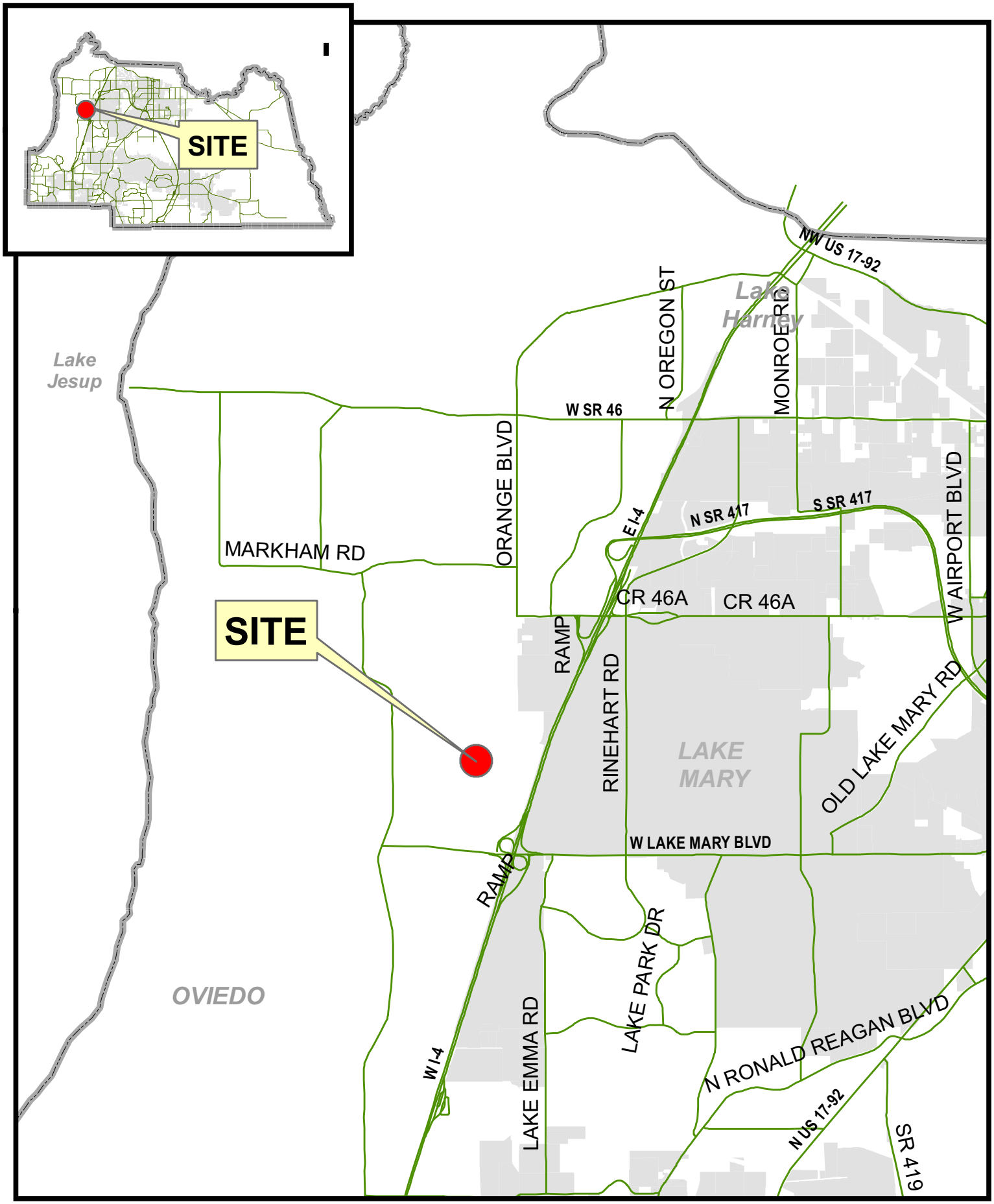
STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the final plat for Devon Green Phase IV, containing 8 single family residential lots on a 2.50 acre parcel zoned PUD (Planned Unit Development), located at the end of Glencrest Drive within the Heathrow Planned Unit Development, on the north side of Lake Mary Blvd. and west of I-4; in Section 12, Township 20 S, and Range 29 E – Heathrow Country Club, LLC, Heathrow Land Company Limited Partnership, and Devon Green Neighborhood Association, Inc., applicants.

ATTACHMENTS:

1. Maps and Aerials
2. Location Map
3. Maps and Aerials
4. Reduced Copy of Plat

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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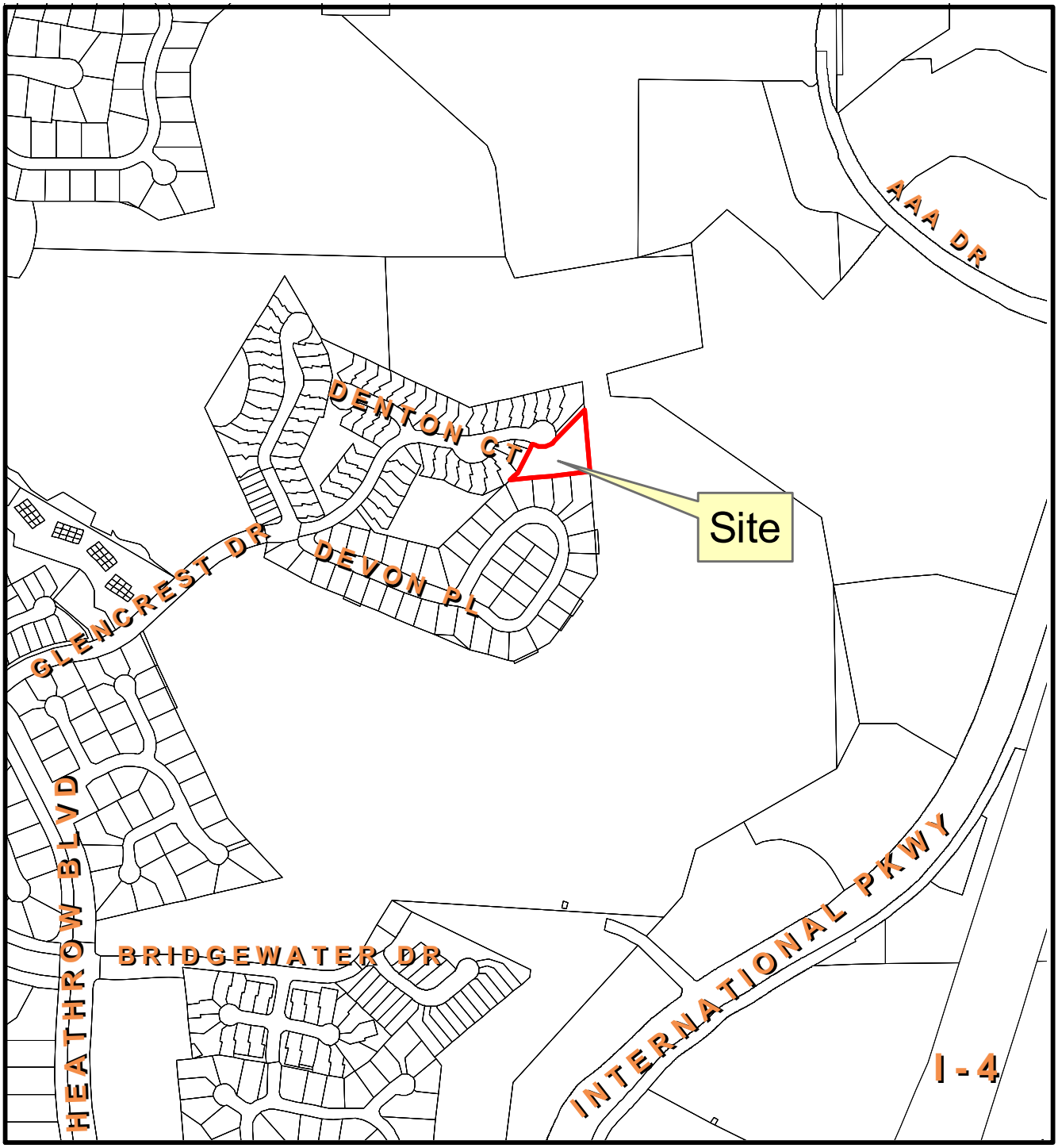
Devon Green Phase IV Final Plat

EXHIBIT A



Devon Green Phase IV
Final Plat

EXHIBIT B

Devon Green Phase IV
Final Plat

Parcel
Subject Property

January 2006 Color Aerials

EXHIBIT C

DEVON GREEN PHASE IV

A replat of a portion of DEVON GREEN PHASE III, as recorded in Plat Book 38, Page 51 of the Public Records of Seminole County, Florida. and a parcel of land lying in a portion of Section 12, Township 20 South, Range 29 East, Seminole County, Florida.

DESCRIPTION

A portion of DEVON GREEN PHASE III, as recorded in Plat Book 38, Page 51 of the Public Records of Seminole County, Florida and a parcel of land lying in a portion of Section 12, Township 20 South, Range 29 East, Seminole County, Florida being more particularly described as follows:

BEGINNING at the Northeast corner of DEVON GREEN PHASE III, as recorded in Plat Book 38, Page 51 of the Public Records of Seminole County, Florida; thence N.72°56'04"E., a distance of 85.05 feet; thence S.09°27'44"E., a distance of 104.80 feet; thence S.87°34'15"E., a distance of 101.91 feet; thence S.00°00'00"W., a distance of 88.47 feet; thence S.90°00'00"E., a distance of 9.87 feet; thence S.17°33'16"E., a distance of 83.98 feet; thence S.34°16'04"W. for a distance of 270.31 feet; thence S.87°27'41"W., a distance of 43.00 feet to a point on the Easterly line of Lexington Green as recorded in Plat Book 43, Page 19 of the Public Records of Seminole County, Florida; thence run N.04°50'35"W. along said Easterly line and projection thereof for a distance of 121.86 feet; thence run S.83°55'19"W. along a line 5.00 feet North of and parallel with the North line of said plat of Lexington Green for a distance of 242.58 feet; thence departing said parallel line and run N.56°53'54"W., a distance of 41.84 feet; thence run the following courses along the East line of said DEVON GREEN PHASE III: N.25°22'45"E., a distance of 119.26 feet to a Non Tangent curve concave Southwesterly, having a Tangent Bearing of S.58°14'39"E., a Radius of 125.00 feet and a Central Angle of 04°26'09"; thence run Southeasterly along the arc of said curve and the Right-of-Way line of Glencrest Drive per said DEVON GREEN PHASE III, a distance of 9.68 feet to the Point of Reverse Curvature of a curve concave Northwesterly, having a Radius of 55.00 feet and a Central Angle of 132°44'14"; thence continue Northeasterly along said Right-of-Way line of Glencrest Drive and the arc of said curve, a distance of 127.42 feet to a Point of Cusp of a Non Tangent curve concave Northerly, having a Tangent Bearing of S.58°39'44"E, a Radius of 25.68 feet and a Central Angle of 47°08'43"; thence departing said Right-of-Way line of Glencrest Drive run Easterly along the arc of said curve a distance of 21.13 feet to the Point of Compound Curvature of a curve concave Northwesterly, having a Radius of 30.30 feet and a Central Angle of 08°55'54"; thence run Northeasterly along the arc of said curve, a distance of 4.72 feet; thence continue N.43°13'35"E. along the East line of said DEVON GREEN PHASE III, a distance of 124.02 feet; thence N.04°50'35"W., a distance of 116.15 feet to the POINT OF BEGINNING.

Containing 2.50 Acres or 108,697 square feet, more or less.

NOTES

1.) BEARINGS BASED ON THE NORTH LINE OF DEVON GREEN PHASE III, BEING N77°13'35"E.

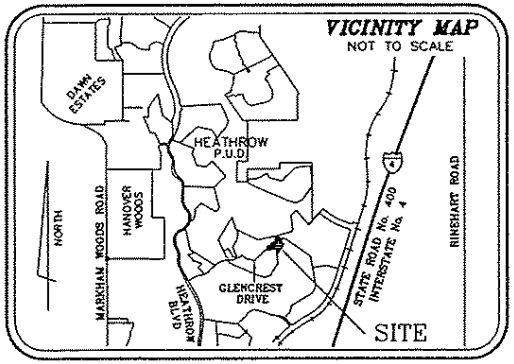
2.) STATE PLANE COORDINATES BASED ON SEMINOLE COUNTY GPS POINT NUMBER 0275-"BANANA" (NORTH:1617373.524, EAST:539942.648) AND GPS POINT NUMBER 0274-"JENO" (NORTH:1618929.765, EAST:539902.873). THE BEARINGS AND DISTANCES DERIVED FROM STATE PLANE COORDINATES ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE AND ARE THEREFORE NOT CONSISTANT WITH THE LEGAL DESCRIPTION AND BEARINGS SHOWN HEREON.

3.) TRACT "A" (INTERNAL ROAD NETWORK AND UTILITY EASEMENT) (PRIVATE), IS TO BE OWNED AND MAINTAINED BY THE DEVON GREEN NEIGHBORHOOD ASSOCIATION, INC. AND ITS CONVEYANCE SHALL BE COINCIDENT WITH THE RECORDING OF THIS PLAT.

4.) TRACTS "B" & "C" (DRAINAGE, UTILITY, LANDSCAPE AND SIDEWALK AREA) IS TO BE OWNED AND MAINTAINED BY THE DEVON GREEN NEIGHBORHOOD ASSOCIATION, INC.AND ITS CONVEYANCE SHALL BE COINCIDENT WITH THE RECORDING OF THIS PLAT.

5.) TRACT "D" (DRAINAGE AND LANDSCAPE AREA) IS TO BE OWNED AND MAINTAINED BY THE DEVON GREEN NEIGHBORHOOD ASSOCIATION, INC. AND ITS CONVEYANCE SHALL BE COINCIDENT WITH THE RECORDING OF THIS PLAT.

6.) IN ACCORDANCE WITH CHAPTER 177.091, ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES, GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.



Tinklepaugh
SURVEYING SERVICES, INC.
379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
Tele. No. (407) 422-0957 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3778

DEVON GREEN PHASE IV

DEDICATION

This is to certify that the undersigned HEATHROW LAND COMPANY LIMITED PARTNERSHIP (hereinafter referred to as "LAWFUL OWNER") is the lawful owner of the lands described hereon to be surveyed and this plat made in accordance with said survey is adopted as the true and correct plat of said lands. No part of said lands is dedicated to the County of Seminole or the Public unless otherwise noted. All the streets and easements shown on this plat are not required for public use and such streets and easements are not and will not be a part of the county system of public roads. Said streets and easements shall remain private and the sole exclusive property of the LAWFUL OWNER, and it does hereby grant to the present and future owners of adjacent lands and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States postal service mail carriers, representatives of utilities authorized by the LAWFUL OWNER, to serve the land shown on this plat, holders of mortgage liens on such lands and such other persons as the LAWFUL OWNER, from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said streets and easements. Regardless of the preceding provisions, the LAWFUL OWNER reserves the unrestricted and absolute right to deny the right of ingress to any person, who, in the opinion of the LAWFUL OWNER, may created or participate in a disturbance or a nuisance on any part of the land shown on this plat. Provided however, the Utility Easements shown hereon, as well as a Perpetual Non-Exclusive Utility easement over and under all of the private streets shown hereon, are hereby dedicated to Seminole County, Florida. In witness whereof said owner has executed these presents under his respective seal this _____ day of _____ 2008.

HEATHROW LAND COMPANY LIMITED PARTNERSHIP,
a Florida limited Partnership
OFFICER

_____

STATE OF FLORIDA COUNTY OF _____
THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

_____

to me known to be the individual and officer described in and who executed the foregoing Dedication and who acknowledged the execution thereof to be his free act and deed as such officer, thereunto duly authorized; that the official seal of said Partnership is duly affixed hereto; and that the said Dedication is the act and deed of said Partnership on behalf of same.

[ ] THE AFORESAID PERSON(S) IS/ARE PERSONALLY KNOWN TO ME
[ ] OR HAS PRODUCED _____ AS IDENTIFICATION

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

_____
Notary Public

_____ _____
Typed, Written or Stamped Name Commission Expiration Date and/or Serial No.

DEVON GREEN PHASE IV

DEDICATION

This is to certify that the undersigned DEVON GREEN NEIGHBORHOOD ASSOCIATION, INC., (hereinafter referred to as "LAWFUL OWNER") is the lawful owner of the lands described hereon to be surveyed and this plat made in accordance with said survey is adopted as the true and correct plat of said lands. No part of said lands is dedicated to the County of Seminole or the Public unless otherwise noted. All the streets and easements shown on this plat are not required for public use and such streets and easements are not and will not be a part of the county system of public roads. Said streets and easements shall remain private and the sole exclusive property of the LAWFUL OWNER, and it does hereby grant to the present and future owners of adjacent lands and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States postal service mail carriers, representatives of utilities authorized by the LAWFUL OWNER, to serve the land shown on this plat, holders of mortgage liens on such lands and such other persons as the LAWFUL OWNER, from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said streets and easements. Regardless of the preceding provisions, the LAWFUL OWNER reserves the unrestricted and absolute right to deny the right of ingress to any person, who, in the opinion of the LAWFUL OWNER, may created or participate in a disturbance or a nuisance on any part of the land shown on this plat. Provided however, the Utility Easements shown hereon, as well as a Perpetual Non-Exclusive Utility easement over and under all of the private streets shown hereon, are hereby dedicated to Seminole County, Florida. In witness whereof said owner has executed these presents under his respective seal this _____ day of _____ 2008.

DEVON GREEN NEIGHBORHOOD ASSOCIATION, INC.,
a Florida non profit corporation
OFFICER

_____

STATE OF FLORIDA COUNTY OF _____
THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

_____

to me known to be the individual and officer described in and who executed the foregoing Dedication and who acknowledged the execution thereof to be his free act and deed as such officer, thereunto duly authorized; that the official seal of said Partnership is duly affixed hereto; and that the said Dedication is the act and deed of said Partnership on behalf of same.

[ ] THE AFORESAID PERSON(S) IS/ARE PERSONALLY KNOWN TO ME
[ ] OR HAS PRODUCED _____ AS IDENTIFICATION

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

_____
Notary Public

_____ _____
Typed, Written or Stamped Name Commission Expiration Date and/or Serial No.

PLAT BOOK PAGE

DEVON GREEN PHASE IV

DEDICATION

This is to certify that the undersigned HEATHROW COUNTRY CLUB, LLC (hereinafter referred to as "LAWFUL OWNER") is the lawful owner of the lands described hereon to be surveyed and this plat made in accordance with said survey is adopted as the true and correct plat of said lands. No part of said lands is dedicated to the County of Seminole or the Public unless otherwise noted. All the streets and easements shown on this plat are not required for public use and such streets and easements are not and will not be a part of the county system of public roads. Said streets and easements shall remain private and the sole exclusive property of the LAWFUL OWNER, and it does hereby grant to the present and future owners of adjacent lands and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States postal service mail carriers, representatives of utilities authorized by the LAWFUL OWNER, to serve the land shown on this plat, holders of mortgage liens on such lands and such other persons as the LAWFUL OWNER, from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said streets and easements. Regardless of the preceding provisions, the LAWFUL OWNER reserves the unrestricted and absolute right to deny the right of ingress to any person, who, in the opinion of the LAWFUL OWNER, may created or participate in a disturbance or a nuisance on any part of the land shown on this plat. Provided however, the Utility Easements shown hereon, as well as a Perpetual Non-Exclusive Utility easement over and under all of the private streets shown hereon, are hereby dedicated to Seminole County, Florida. In witness whereof said owner has executed these presents under his respective seal this _____ day of _____ 2008.

HEATHROW COUNTRY CLUB, LLC.
a Florida limited liability company
OFFICER

_____

STATE OF FLORIDA COUNTY OF _____
THIS IS TO CERTIFY, That on _____ before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

_____

to me known to be the individual and officer described in and who executed the foregoing Dedication and who acknowledged the execution thereof to be his free act and deed as such officer, thereunto duly authorized; that the official seal of said Partnership is duly affixed hereto; and that the said Dedication is the act and deed of said Partnership on behalf of same.

[ ] THE AFORESAID PERSON(S) IS/ARE PERSONALLY KNOWN TO ME
[ ] OR HAS PRODUCED _____ AS IDENTIFICATION

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

_____
Notary Public

_____ _____
Typed, Written or Stamped Name Commission Expiration Date and/or Serial No.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on DECEMBER 5, 2007 he completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Section 12, Township 20 South, Range 29 East, Seminole County, Florida. PREPARED IN COMPLIANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES.

Tinklepaugh Surveying Services Inc.
379 W Michigan St., Orlando Fl 32806
Certificate of Aurthorization No. LB 3778

SIGNATURE _____ DATED APRIL 17, 2008
NAME Gerald F. Livernoise P.S.M. Reg. No. 3517

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

BY: _____ BY: _____
CHAIRMAN OF THE BOARD CLERK OF THE BOARD
Printed Name: Printed Name:

CERTIFICATE OF APPROVAL BY COUNTY SURVEYOR

I HEREBY CERTIFY, that I have examined the foregoing plat and find it to comply in form with the requirements of Chapter 177, Florida Statutes

BY: _____
STEVE L. WESSELS, P.L.S. FLORIDA CERTIFICATION No. 4589

CERTIFICATE OF CLERK OF THE CIRCUIT COURT

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

_____
Clerk of the Circuit Court
in and for Seminole County, Florida

BY _____

Printed Name: Maryanne Morse

EXHIBIT D

DEVON GREEN PHASE IV

A replat of a portion of DEVON GREEN PHASE III, as recorded in Plat Book 38, Page 51 of the Public Records of Seminole County, Florida. and a parcel of land lying in a portion of Section 12, Township 20 South, Range 29 East, Seminole County, Florida.

SHEET 2 OF 2

PLAT BOOK	PAGE

GRAPHIC SCALE

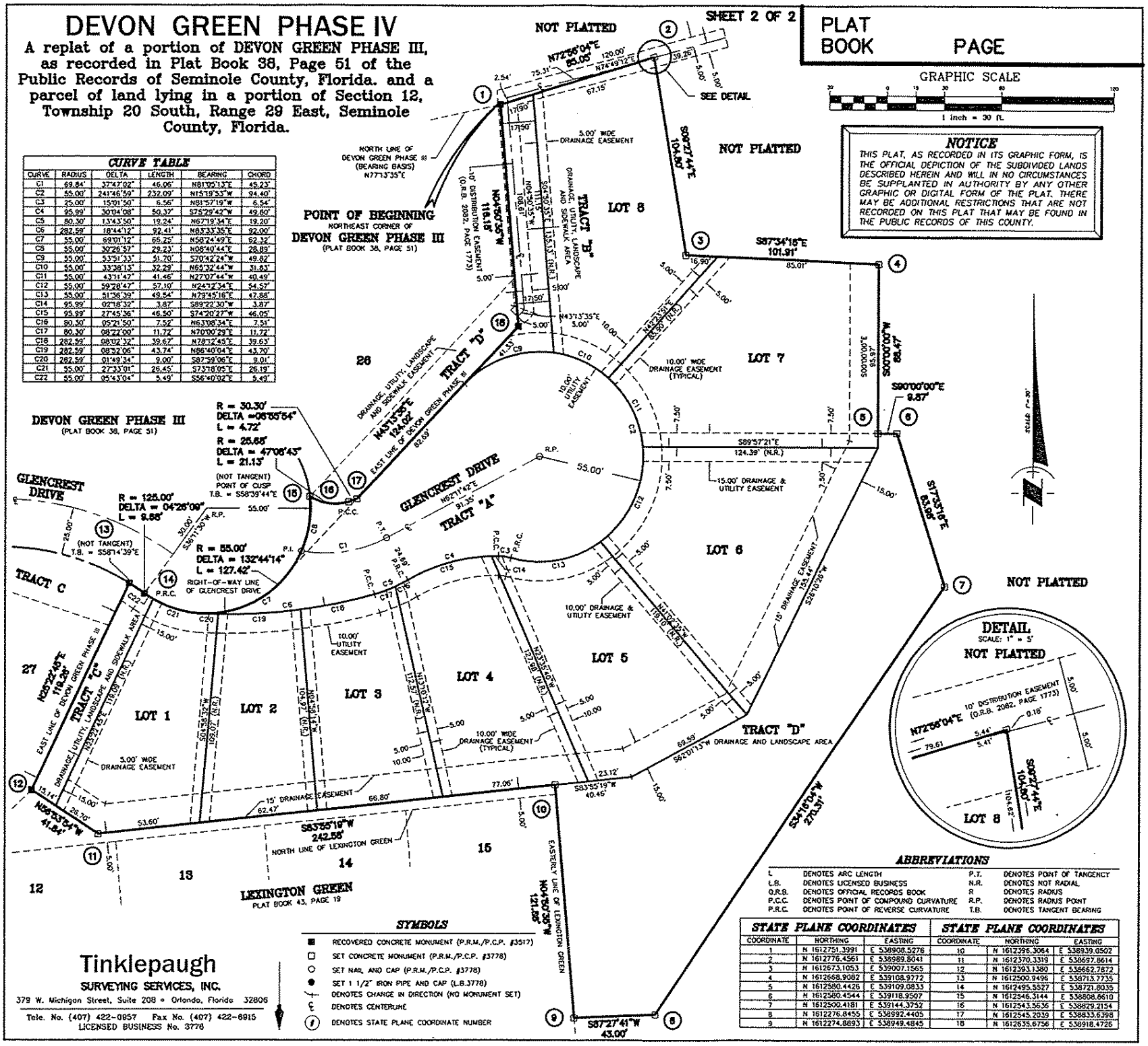
1 inch = 30 ft.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	69.84'	37°47'02"	46.06'	N81°05'13"E	45.23'
C2	55.00'	241°46'59"	232.09'	N15°19'53"W	94.40'
C3	25.00'	15°01'50"	6.56'	N81°57'19"W	6.54'
C4	95.99'	30°04'08"	50.37'	S75°29'42"W	49.80'
C5	80.30'	13°43'50"	19.24'	N67°19'34"E	19.20'
C6	282.59'	18°44'12"	92.41'	N83°33'35"E	92.00'
C7	55.00'	69°01'12"	66.25'	N58°24'49"E	62.32'
C8	55.00'	30°26'57"	29.23'	N06°40'44"E	28.89'
C9	55.00'	53°51'33"	51.70'	S70°42'24"W	49.82'
C10	55.00'	33°38'13"	32.29'	N69°32'44"W	31.83'
C11	55.00'	43°11'47"	41.46'	N27°07'44"W	40.49'
C12	55.00'	59°28'47"	57.10'	N24°13'34"E	54.57'
C13	55.00'	51°36'39"	49.54'	N79°45'16"E	47.88'
C14	95.99'	02°18'32"	3.87'	S89°22'30"W	3.87'
C15	95.99'	27°45'36"	46.50'	S74°20'27"W	46.05'
C16	80.30'	05°21'50"	7.52'	N63°08'34"E	7.51'
C17	80.30'	08°22'00"	11.72'	N70°00'29"E	11.72'
C18	282.59'	08°02'32"	39.67'	N78°12'45"E	39.63'
C19	282.59'	08°52'06"	43.74'	N86°40'04"E	43.70'
C20	282.59'	01°49'34"	9.00'	S87°59'06"E	9.01'
C21	55.00'	27°33'01"	26.45'	S73°18'05"E	26.19'
C22	55.00'	05°43'04"	5.49'	S56°40'02"E	5.49'



ABBREVIATIONS

L	DENOTES ARC LENGTH	P.T.	DENOTES POINT OF TANGENCY
L.B.	DENOTES LICENSED BUSINESS	N.R.	DENOTES NOT RADIAL
O.R.B.	DENOTES OFFICIAL RECORDS BOOK	R	DENOTES RADIUS
P.C.C.	DENOTES POINT OF COMPOUND CURVATURE	R.P.	DENOTES RADIUS POINT
P.R.C.	DENOTES POINT OF REVERSE CURVATURE	T.B.	DENOTES TANGENT BEARING

SYMBOLS

- RECOVERED CONCRETE MONUMENT (P.R.M./P.C.P. #3517)
- SET CONCRETE MONUMENT (P.R.M./P.C.P. #3778)
- SET NAIL AND CAP (P.R.M./P.C.P. #3778)
- SET 1 1/2" IRON PIPE AND CAP (L.B.3778)
- DENOTES CHANGE IN DIRECTION (NO MONUMENT SET)
- DENOTES CENTERLINE
- DENOTES STATE PLANE COORDINATE NUMBER

STATE PLANE COORDINATES

COORDINATE	NORTHING	EASTING
1	N 1612751.3991	E 538908.5276
2	N 1612776.4561	E 538989.8041
3	N 1612673.1053	E 539007.1565
4	N 1612668.9082	E 539108.9772
5	N 1612580.4426	E 539109.0833
6	N 1612580.4544	E 539118.9507
7	N 1612500.4181	E 539144.3752
8	N 1612276.8455	E 538992.4405
9	N 1612274.8893	E 538949.4845

STATE PLANE COORDINATES

COORDINATE	NORTHING	EASTING
10	N 1612396.3064	E 538939.0502
11	N 1612370.3319	E 538697.8614
12	N 1612393.1380	E 538662.7872
13	N 1612500.9496	E 538713.7735
14	N 1612495.5527	E 538721.8035
15	N 1612546.3144	E 538808.6610
16	N 1612543.5636	E 538829.2154
17	N 1612545.2039	E 538833.6398
18	N 1612635.6756	E 538918.4726

Tinklepaugh
SURVEYING SERVICES, INC.
379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
Tele. No. (407) 422-0957 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3778

EXHIBIT D

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Certificates of Public Convenience and Necessity (COPCN).

DEPARTMENT: Public Safety **DIVISION:** Administration - Public Safety

AUTHORIZED BY: Tad Stone **CONTACT:** Shelly Brubaker **EXT:** 5000

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Certificates of Public Convenience and Necessity (COPCN) for Orlando Regional Healthcare System, Air Methods d/b/a Rocky Mountain Holdings LLC d/b/a LifeNet, Florida Hospital, Rural/Metro Corporation of Florida d/b/a Rural Metro Ambulance, Central Florida Ambulance, Inc. d/b/a American Ambulance of Central Florida, Casselberry Fire Department, Lake Mary Fire Department, Longwood Fire Department, Oviedo Fire Department, Sanford Fire Department, Seminole County EMS/Fire Rescue Division, and Winter Springs Fire Department to become effective July 1, 2008.

County-wide Tad Stone

BACKGROUND:
To comply with Chapter 401 of Florida Statutes, entities desiring to provide ambulance transport services within county geographical boundaries must receive a Certificate of Public Convenience and Necessity (COPCN) from that county. The current COPCN's expire June 30, 2008. The twelve (12) entities requesting COPCN renewals are: Orlando Regional Healthcare System, Air Methods d/b/a Rocky Mountain Holdings LLC d/b/a LifeNet, Florida Hospital, Rural/Metro Corporation of Florida d/b/a Rural Metro Ambulance, Central Florida Ambulance, Inc. d/b/a American Ambulance of Central Florida, Casselberry Fire Department, Lake Mary Fire Department, Longwood Fire Department, Oviedo Fire Department, Sanford Fire Department, Seminole County EMS/Fire Rescue Division, and Winter Springs Fire Department. Date of issuance will be July 1, 2008 through June 30, 2011.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the Certificates of Public Convenience and Necessity (COPCN) for Orlando Regional Healthcare System, Air Methods d/b/a Rocky Mountain Holdings LLC d/b/a LifeNet, Florida Hospital, Rural/Metro Corporation of Florida d/b/a Rural Metro Ambulance, Central Florida Ambulance, Inc. d/b/a American Ambulance of Central Florida, Casselberry Fire Department, Lake Mary Fire Department, Longwood Fire Department, Oviedo Fire Department, Sanford Fire Department, Seminole County EMS/Fire Rescue Division, and Winter Springs Fire Department to become effective July 1, 2008.

ATTACHMENTS:

1. Certificates of Public Convenience and Necessity (12)

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, **ORLANDO REGIONAL HEALTHCARE SYSTEM** desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to this ambulance company from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: Air-Medical, Pediatric, and Neonatal Intensive Care transportation within the geographical boundaries of Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, AIR METHODS d/b/a ROCKY MOUNTAIN HOLDINGS LLC d/b/a LIFENET desires to provide air medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for air medical service to be provided to the citizens of Seminole County; and

WHEREAS, the above named air medical service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to this air medical service company from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named air medical service will meet the requirements of State law, County ordinances, and all other legal requirements and provide 911 scene and interfacility transport as needed on a twenty-four (24) hour basis within the geographical boundaries of Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, **FLORIDA HOSPITAL** desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to this ambulance company from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: interfacility transports between facilities owned and operated by Florida Hospital.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, RURAL/METRO CORPORATION OF FLORIDA d/b/a RURAL METRO AMBULANCE desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to this ambulance company from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: non-emergency transportation within the geographical boundaries of Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, CENTRAL FLORIDA AMBULANCE, INC. d/b/a AMERICAN AMBULANCE OF CENTRAL FLORIDA desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to this ambulance company from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: non-emergency transportation within the geographical boundaries of Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, CASSELBERRY FIRE DEPARTMENT desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to the Casselberry Fire Department from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: the city limits of Casselberry and per mutual aid agreements.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, **LAKE MARY FIRE DEPARTMENT** desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to the Lake Mary Fire Department from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: the city limits of Lake Mary and per mutual aid agreements.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, LONGWOOD FIRE DEPARTMENT desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to the Longwood Fire Department from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: the city limits of Longwood and per mutual aid agreements.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, **OVIEDO FIRE DEPARTMENT** desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to the Oviedo Fire Department from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: the city limits of Oviedo and per mutual aid agreements.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, SANFORD FIRE DEPARTMENT desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to the Sanford Fire Department from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: the city limits of Sanford and per mutual aid agreements.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, SEMINOLE COUNTY EMS/FIRE RESCUE DIVISION desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to the Seminole County EMS/Fire Rescue Division from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: unincorporated Seminole County and per mutual aid agreements.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, WINTER SPRINGS FIRE DEPARTMENT desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above named ambulance service has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity (COPCN) to the Winter Springs Fire Department from July 1, 2008 through June 30, 2011.

IN ISSUING THIS CERTIFICATE, it is understood that the above named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: the city limits of Winter Springs and per mutual aid agreements.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

AEC/lpk
4/29/08
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Memorandum of Understanding between Seminole County and Seminole Home-based Emergency Assistance Response Team (Seminole H.E.A.R.T.)

DEPARTMENT: Public Safety **DIVISION:** Emergency Management

AUTHORIZED BY: Tad Stone **CONTACT:** Shelly Brubaker **EXT:** 5000

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Home-based Emergency Assistance Response Team (Seminole H.E.A.R.T.) and Seminole County (County) for the purpose of establishing Seminole H.E.A.R.T. as the Long Term Recovery Committee serving the citizens of Seminole County.

County-wide Alan Harris

BACKGROUND:
The Seminole H.E.A.R.T. organization was created in 1998 after the Sanford tornadoes. The organization helped persons who became lost among the overlapping systems delivering assistance to survivors of the disaster. This organization also worked with the Seminole County Department of Public Safety / Division of Emergency Management during the 2004 hurricanes to help persons with unmet needs. This agreement is to solidify the organization's responsibilities as the Long Term Recovery Committee. In this role, the organization will identify unmet needs in the community during times of disaster and organize a way to deliver assistance without duplicating what other agencies can provide or have provided. The Seminole H.E.A.R.T. organization is comprised of representatives from faith-based, non-profit, and governmental organizations.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Home-based Emergency Assistance Response Team (Seminole H.E.A.R.T.) and Seminole County (County) for the purpose of establishing Seminole H.E.A.R.T. as the Long Term Recovery Committee serving the citizens of Seminole County.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Ann Colby)

MEMORANDUM OF UNDERSTANDING
BETWEEN
SEMINOLE H.E.A.R.T.
AND
SEMINOLE COUNTY

THIS MEMORANDUM OF UNDERSTANDING is hereby made and entered into this ____ day of _____, 20___, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the **SEMINOLE HOME-BASED EMERGENCY ASSISTANCE RESPONSE TEAM**, hereinafter referred to as "SEMINOLE H.E.A.R.T.".

W I T N E S S E T H:

WHEREAS, the subject of this Memorandum of Understanding is to establish Seminole H.E.A.R.T. as the Long Term Recovery Committee and unmet needs coalition serving Seminole County; and

WHEREAS, the parties hereby mutually desire to reach an understanding that will result in making Seminole H.E.A.R.T. the Long Term Recovery Committee serving the citizens of Seminole County; and

WHEREAS, Chapter 252, Florida Statutes, directs the use of personnel, resources, and equipment to facilitate recovery efforts for local jurisdictions. This includes supporting unmet needs of citizens through a Long Term Recovery Committee; and.

WHEREAS, Seminole H.E.A.R.T., founded in 1998, is a 501(c)(3) nonprofit charitable organization formed to meet the unmet needs of the residents of Seminole County, Florida who have survived a declared disaster. Seminole H.E.A.R.T. serves as a coalition of governmental agencies, faith-based and nonprofit organizations, businesses and individuals dedicated to assisting those who have been

victims of disasters by pooling resources and assistance without duplicating services,

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants hereinafter contained, COUNTY and SEMINOLE H.E.A.R.T, both intending to be legally bound, hereby agree as follows:

1. AGREEMENTS.

(a) COUNTY agrees that it shall exercise reasonable support of the SEMINOLE H.E.A.R.T. organization as the Long Term Recovery Committee.

(b) SEMINOLE H.E.A.R.T. agrees to serve as a convener of organizations and agencies that will research and identify resources, and share information in order to meet the unmet needs of Seminole County after declared disasters.

(c) SEMINOLE H.E.A.R.T. agrees to work cooperatively with all other nonprofit organizations and governmental agencies in order to provide the necessary services, simplify access to assistance for clients, and to advocate for clients with unmet needs through proactive and shared case management. Meetings will be scheduled to provide efficient communication and coordination with organizations supporting unmet needs.

(d) SEMINOLE H.E.A.R.T. will provide case management support to assure resources are adequately managed during the recovery phase of a declared disaster. In addition, SEMINOLE H.E.A.R.T. will provide status reports to the Seminole County Division of Emergency Management

including the number of citizens filing for unmet needs assistance and how the needs are being met.

(e) Seminole County Government will support the SEMINOLE H.E.A.R.T. organization by providing liaisons to the organization from the Community Services Department and from the Division of Emergency Management. COUNTY will further provide input and support to eliciting broad participation of response and recovery groups. The liaisons will provide insight on the COUNTY's emergency operations, community service projects, and disaster recovery plans. This interaction will help planners to fully understand the coalition's commitment to providing services and expedite the integration of the unmet needs coalition into the recovery portion of the COUNTY's Comprehensive Emergency Management Plan.

(f) Seminole County's Division of Emergency Management will provide space for SEMINOLE H.E.A.R.T. to function inside the Emergency Operations Center during activation. SEMINOLE H.E.A.R.T. will provide information through the Emergency Support Function 15 (Volunteers/Donations).

2. RECORDKEEPING. The parties shall retain sufficient records for a period of three (3) years demonstrating compliance with 44 CFR 13.42 and the Florida Public Records Act and shall allow each other access to such records upon request.

3. MODIFICATIONS / ADDENDUMS. Modifications within the scope of this Agreement shall be made by mutual consent of the parties and by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

4. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts COUNTY from participating in similar activities with other public or private agencies, organizations, and individuals. All activities will be communicated and coordinated with the SEMINOLE H.E.A.R.T. organization, as the COUNTY's Long Term Recovery Committee.

5. LIABILITY. Each party shall be solely responsible for its own activities pursuant to this Agreement, and shall hold each other harmless again all claims of whatsoever kind or nature by third parties arising out of the performance of work under this Agreement. For purpose of this Agreement, each party agrees that it is not an employee or agent of the other, but is an independent governmental or non-profit (501-3C) agency.

6. CONTACTS. Seminole County Division of Emergency Management, Seminole County Community Services, and Seminole H.E.A.R.T. will furnish the names of the individuals, with backup, who will be responsible for administering this Memorandum of Understanding.

IN WITNESS THEREOF, SEMINOLE H.E.A.R.T. and COUNTY have caused this Memorandum of Understanding to be executed, this Agreement to become effective and operative with the fixing of the last signature hereto.

ATTEST:

SEMINOLE HOME-BASED EMERGENCY
ASSISTANCE RESPONSE TEAM

_____

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
4/8/08
P:\Users\Legal Secretary CSB\Public Safety\HEART MOU.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Adoption of a Resolution of Necessity for the Chapman Road Improvement Project from State Road 426 (Aloma Avenue) to State Road 434 (Alafaya Trail)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Jerry McCollum, P.E. **EXT:** 5651

MOTION/RECOMMENDATION:
Adopt and authorize the Chairman to execute a Resolution of Necessity for the Chapman Road Project.

District 1 Bob Dallari Jerry McCollum

BACKGROUND:
At a Public Hearing held April 15, 1992, the typical section and alignment was approved by the Board for the final design of Chapman Road from State Road 426 (Aloma Avenue) to State Road 434 (Alafaya Trail). At that time, staff was instructed to finish the design and acquire right-of-way only from property owners requesting early right-of-way acquisition. Construction of the project was put on hold until Chapman Road operated at a Level of Service "E", which at that time would have been equivalent to 20,000 vehicles per day.

On January 10, 2006, the Board approved and authorized staff to update the existing 4-lane roadway plans to current design standards and proceed with acquiring the remaining right-of-way. Implementation of the needed roadway improvements to Chapman Road will require property currently not owned by Seminole County. Acquisition of parcels described in Composite Exhibit "A" attached to the Resolution of Necessity consisting of 62 pages and identified as Exhibit Number 0001-00062, has been determined to be necessary for rights-of-way, drainage facilities and other roadway improvements.

STAFF RECOMMENDATION:
Staff recommends that the Board adopt the Resolution of Necessity for the Chapman Road Project.

ATTACHMENTS:

1. Resolution
2. Exhibit A -Resolution of Necessity-Chapman Road

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

RESOLUTION NO. ____-R-_____ **SEMINOLE COUNTY, FLORIDA**

RESOLUTION

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

WHEREAS, the Board of County Commissioners of Seminole County desires to accomplish and implement sound transportation planning and provide a sound transportation system in Seminole County for the benefit of the citizens of Seminole County, hereinafter referred to as "County"; and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place on the County road system is a matter of great concern to the people of the County and is necessary to insure the smooth operation of commerce and other activities within the County; and

WHEREAS, the County's constitutional home rule powers, the Florida Transportation Code as listed in Section 334.01, Florida Statutes, and other applicable law including, but not limited to, Chapter 125, Florida Statutes, invest authority over the road system of Seminole County in the County; and

WHEREAS, the elimination of safety hazards in existing and future transportation facilities within Seminole County is of utmost concern and permits the full utilization of such facilities by the traveling public; and

WHEREAS, it is necessary, beneficial and desirable that any transportation facility in developed or developing areas of the County have an adequate right-of-way to accommodate the roadway and its appurtenant facilities to decrease the likelihood of accidents and to increase the safety of travel within and upon such facilities; and

WHEREAS, Chapman Road is an existing 2-lane rural roadway in the County Road System that traverses a developing area with a high volume of traffic; and

WHEREAS, the existing right-of-way of said road is inadequate for proper utilization by current and projected vehicular traffic volumes. Additional traffic lanes, sidewalks and improved drainage facilities are necessary to reduce safety hazards and improve traffic flow. The property hereinafter described is being acquired for use as right-of-way for new sections of roadway, additional traffic lanes, medians, sidewalks and improved drainage facilities on Chapman Road to be used by the public in general. Said property hereinafter described is necessary for construction of a 4-lane urban-section roadway with medians, sidewalks, rights-of-way, drainage facilities, construction easements and related facilities for the use of the general public including, all structures and facilities necessary for, and related to the foregoing roadway improvements; and

WHEREAS, Seminole County has heretofore caused the roadway's area of construction to be located and surveyed and has caused a right-of-way map for the section of Chapman Road hereinabove described to be prepared, based upon and incorporating the survey and location data; and

WHEREAS, Seminole County has evaluated all of the following in determining the specific property to be acquired for the project: (1) availability of an alternate route; (2)

costs of the project; (3) environmental factors; (4) long-range planning; and (5) safety considerations; and

WHEREAS, descriptions of the properties needed for the said widening of the roadway and improvement of its drainage system and other appurtenant facilities and systems have been prepared based upon the aforementioned survey and location data and the right-of-way map; and

WHEREAS, the Board of County Commissioners of Seminole County desires to utilize the provisions of Florida law to the fullest extent possible in order to accomplish the public purpose of acquiring necessary parcels of real property at prices that are both fair to property owners and prudent in terms of spending the tax revenues and other public funds which fund the transportation projects of the County; and

WHEREAS, the Board of County Commissioners of Seminole County hereby determines that the actions taken herein are consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan,

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

Section 1. The above recitals are adopted as findings and incorporated into the text of this Resolution.

Section 2. It is necessary, serves a County and public purpose, and is in the best interests of the citizens of Seminole County and the traveling public to widen the road and improve the appurtenant drainage facilities on or relating to Chapman Road in order to enhance public transportation within Seminole County, to alleviate traffic congestion and to increase the safety of vehicular and pedestrian travel along said road.

Section 3. The acquisition of the properties described in Composite Exhibit "A" attached hereto consisting of 62 pages and identified as Exhibit Number 000001-00062, is hereby ratified and confirmed and found to be necessary for said improvements to the extent of the estate or interest set forth as a part of each parcel's description. The Board of County Commissioners of Seminole County hereby finds and determines that the acquisition of these parcels serves a County and public purpose.

Section 4. The estates or interests sought to be condemned by these proceedings designated as Parcel Nos. 104, 105, 106, 107, 109, 110, 111, 112, 115, 116, 117, 118, 121, 123, 124, 134, 145, 145A, and 146 are to be acquired in fee simple for road construction and related purposes all being associated with roadway improvements for the Chapman Road Improvement Project which is absolute complete ownership of all rights over property into perpetuity, without limitation or restriction, unqualified ownership and power of disposition.

Section 5. The estates or interests sought to be condemned by these proceedings designated as Parcel Nos. 708, 715, 745 and 746 are for temporary non-exclusive use of the property for the purposes of (1) ingress and egress over the property for access to the Chapman Road Improvement Project where it abuts the above described property by workers, machinery and vehicles, in order to construct roadway improvements on abutting right-of-way; (2) constructing or modifying driveways, walls and other structures affected by the roadway construction but which are not within the public rights-of-way; (3) storage and marshalling of equipment and materials during the roadway construction project, and (4) demolishing or clearing any structures, improvements or other features required to be removed in order to construct the roadway and drainage

improvements. The County shall have full authority to enter upon, grade, re-grade, excavate and construct such improvements as may be agreed upon by County and the property owner. The County shall, at the end of the term of this easement, either restore the premises to the condition existing immediately before County began use of the premises, as much as reasonably possible, or will compensate the property owner for improvements acquired. The County shall grade the lands to match and connect to the new construction at no cost to the property owner. County's rights under this easement shall commence upon execution of an easement agreement or by an order of the court and shall end upon completion of construction, or five (5) years after the date of execution or order, whichever shall occur first.

Section 6. The estates of interests sought to be condemned by these proceedings designated as Parcel No. 823 is for permanent, perpetual, non-exclusive use of the property for construction and maintenance of ponds, ditches or any other drainage or retention/detention pond facility. The County's use shall include the right to construct, operate, secure, maintain, repair and replace the drainage facility together with the appurtenances that are reasonably necessary for function of the facility including, but not limited to access roads, pipes and lateral support slopes. The County may clear, grade and excavate the land; plant, cultivate, trim or remove vegetation; connect, construct or install pipes, ponds, ditches and other drainage or retention facilities; maintain the land, vegetation, ponds, facilities, fixtures or other appurtenances; and in all other ways access, use and protect the easement as part of the County's drainage system. The property owner shall retain all rights which do not interfere with the County's easement rights.

Section 7. The County Engineer or his designee is hereby delegated the authority to amend the construction plans for the Chapman Road Improvement Project and is authorized to bind the County to construct the Chapman Road Improvement Project in accordance with the construction plans as amended from time to time. This authority shall encompass any change considered necessary in the discretion of the County Engineer or his designee, with the exception of changes in the typical section or alignment approved by the Board of County Commissioners of Seminole County.

Section 8. The County Attorney's Office is hereby authorized and directed to institute a suit or suits in the name of Seminole County and fully exercise Seminole County's power of eminent domain for the purpose of acquiring the parcels described in Composite Exhibit "A" attached hereto to the extent of the estate or interest set forth as a part of each parcel's description and is further authorized and directed to do all things necessary to prosecute such suit or suits to final judgment by settlement or adjudication. In pursuit of such authorization and direction, the County Attorney's Office is specifically authorized to sign and file a Declaration of Taking so that Seminole County may avail itself of the provisions of Chapter 74, Florida Statutes, and is further authorized to accomplish the acquisition of each parcel by settlement and compromise at such terms that it may deem advisable under the circumstances of the litigation in those instances where same can be effected in accordance with the terms, conditions and limitations as established from time to time by the Board of County Commissioners of Seminole County. The County Attorney's Office is authorized and directed to utilize and assert any and all constitutional and statutory authority of Seminole County and the Board of County Commissioners of Seminole County relative to the acquisition of the subject parcels

including, but not limited to, the provisions of Chapters 73, 74, 127 and 332, Florida Statutes, as well as the provisions of the Florida Transportation Code referred to in the recitals to this Resolution.

Section 9. Prior to the institution of any suits filed by the County Attorney's Office, the County Attorney or his designee is authorized to negotiate for the purchase and sale of any of the properties described in Composite Exhibit "A" at a value consistent with the authority granted by the Board of County Commissioners of Seminole County and to bring back for execution by the Chairman or, in his absence, the Vice-Chairman, without further Board action, the Agreement to consummate the sale to Seminole County.

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:_____

MGM/lpk/dre
04/15/08
Attachment
Exhibit A - Legal descriptions 000001-00062
P:\Users\lkennedy\My Documents\ACQ\Chapman Road\Chapman RON.doc

A PORTION OF PARENT PARCEL 104

OWNER: LUTHERAN HAVEN

000001

PARENT PARCEL TAX ID. No.: 20-21-31-300-011C-0000
20-21-31-5CB-0000-00G0

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT "G", SLAVIA FARMS, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 97, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 88°43'53" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 1136.28 FEET; THENCE NORTH 01°16'07" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION BETWEEN THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER OFFICIAL RECORDS BOOK 2064, PAGE 186, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 426, ALSO KNOWN AS ALOMA AVENUE, PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 77060-2518, AND THE POINT OF BEGINNING; THENCE NORTH 32°14'14" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 36.04 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE NORTH 24°26'51" EAST, A DISTANCE OF 60.67 FEET; THENCE SOUTH 32°01'14" EAST, A DISTANCE OF 47.72 FEET TO A POINT 95.00 FEET, WHEN MEASURE PERPENDICULAR, FROM THE BASELINE OF SURVEY OF CHAPMAN ROAD, PER THE SEMINOLE COUNTY, FLORIDA, RIGHT-OF-WAY MAP FOR CHAPMAN ROAD, DATED JULY, 1992 ; THENCE SOUTH 88°41'43" EAST, PARALLEL TO SAID BASELINE OF SURVEY, A DISTANCE OF 257.13 FEET TO A POINT ON THE WEST LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 02°00'30" WEST ALONG SAID WEST LINE, A DISTANCE OF 45.78 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD; THENCE NORTH 88°43'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 286.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 14589 SQUARE FEET OR 0.335 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 100+00 AND STATION 116+00, AS HAVING AN ASSUMED BEARING OF SOUTH 88°41'43" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1399784, DATE OF SEARCH NOVEMBER 17, 2006.
TAKE SUBJECT TO:
- EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES, ORB. 1929, PG. 1401, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
- FLORIDA POWER CORP. EASEMENT, ORB. 524, PG. 229, SEMINOLE COUNTY, FLORIDA.
- PERPETUAL HARMONIZING EASEMENT, ORB. 3902, PG. 535, SEMINOLE COUNTY, FLORIDA

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 3 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS; DATED 12-92 AND REVISED ON 11-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

6. BASELINE OF SURVEY DOES NOT LIE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20-21-31.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 02/28/08

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 3

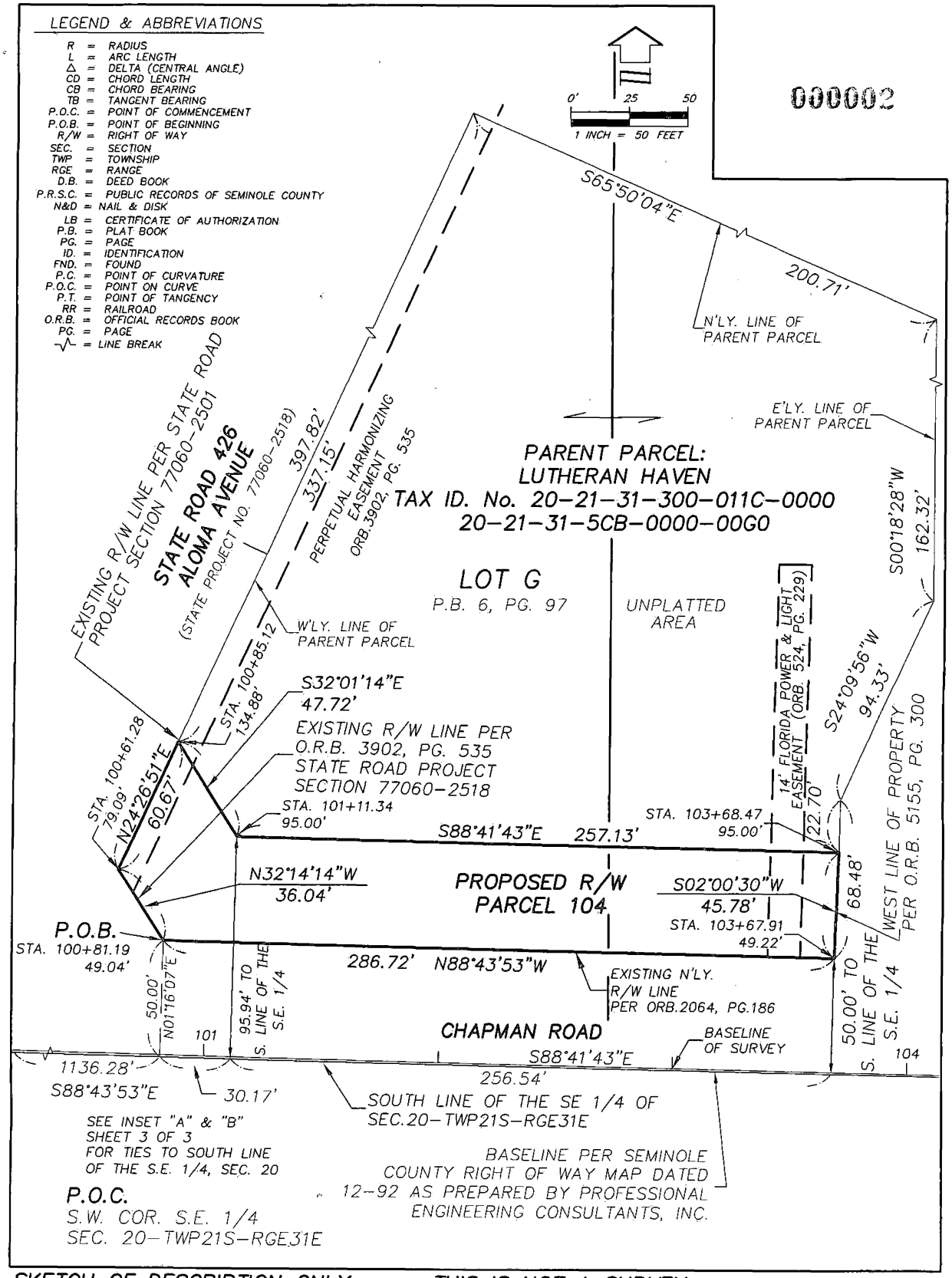
(SEE SHEETS 2 THRU 3 OF 3 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
SLAVIA COLONY COMPANY
P.B. 6, PG. 97, LOT G
AND LOCATED IN SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 3

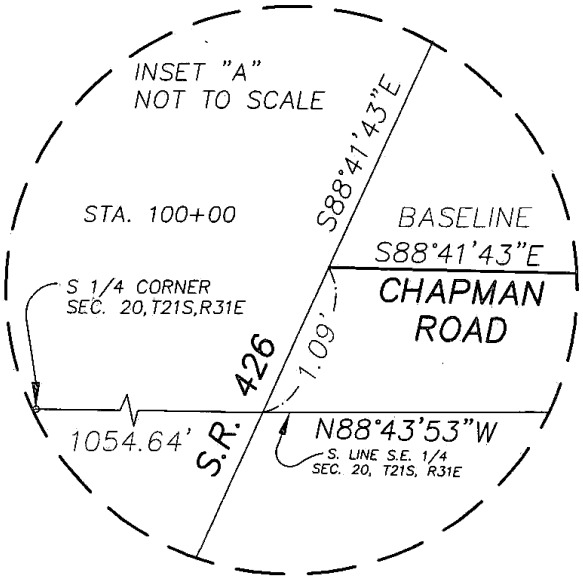
SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

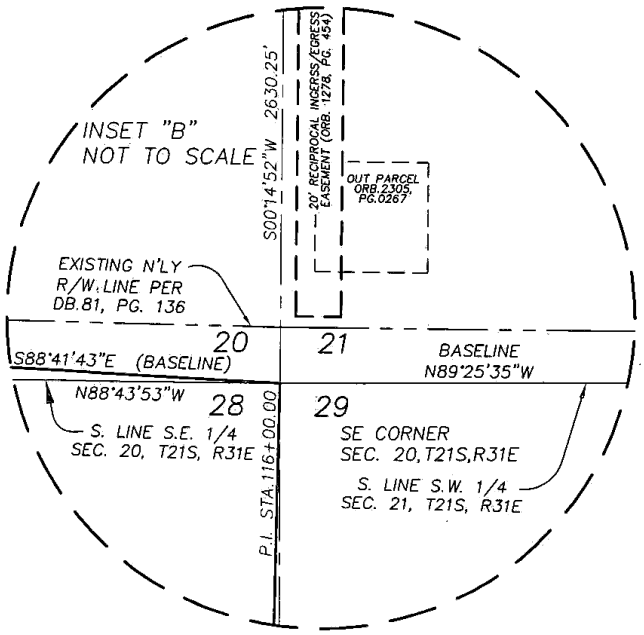
A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
SLAVIA COLONY COMPANY
P.B. 6, PG. 97, LOT G
AND LOCATED IN SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A





SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 3 OF 3

(SEE SHEET 1 OF 3
FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 3 FOR CERTIFICATION,
LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
SLAVIA COLONY COMPANY
P.B. 6, PG. 97, LOT G
AND LOCATED IN SECTION 20,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

A PORTION OF PARENT PARCEL 105

OWNER: ST. LUKE'S EVANGELICAL LUTHERAN CHURCH, INC.

000004

PARENT PARCEL TAX ID. No.: 16-21-31-5CA-0000-1100

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF SUBLOT 110, SLAVIA COLONY COMPANY, IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 00°01'28" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 2660.92 FEET TO THE NORTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 88°43'53" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 671.28 FEET; THENCE SOUTH 00°02'54" WEST A DISTANCE OF 25.00 FEET TO AN INTERSECTION POINT OF THE EAST LINE OF SAID SUBLOT 110 AND THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 135, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°02'54" WEST ALONG THE EAST LINE OF SAID SUBLOT 110, A DISTANCE OF 9.16 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5669.58 FEET AND A CENTRAL ANGLE OF 02°30'47" AND A CHORD BEARING NORTH 86°37'13" WEST; THENCE FROM A TANGENT BEARING OF NORTH 85°21'50" WEST, RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 248.69 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 88°43'53" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 248.30 FEET TO A POINT ON THE EAST LINE OF SAID SUBLOT 110 AND THE POINT OF BEGINNING.

CONTAINING 911 SQUARE FEET OR 0.021 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 102+72.48 AND STATION 116+00, AS HAVING AN ASSUMED BEARING OF SOUTH 88°41'43" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398206, DATE OF SEARCH NOVEMBER 17, 2006.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, AS PREPARED BY. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

6. BASELINE OF SURVEY DOES NOT LIE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20-21-31.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 02/29/08

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
ST. LUKE'S EVANGELICAL LUTHERAN CHURCH, INC.
SLAVIA COLONY COMPANY
P.B. 2, PG. 71, SUBLOT 110
LOCATED IN SECTION 29,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

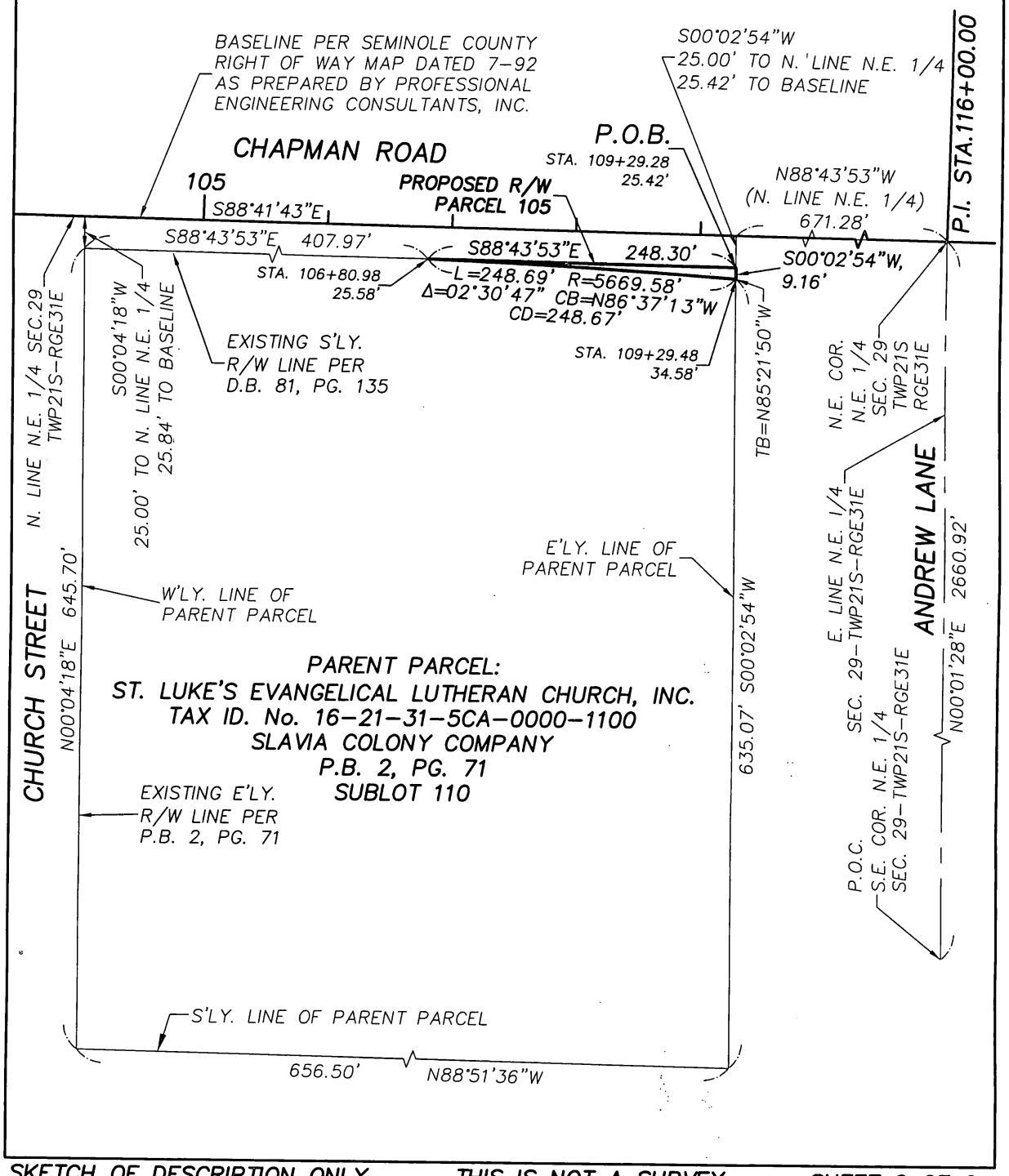
EXHIBIT A

000005

LEGEND & ABBREVIATIONS

R =	RADIUS	N&D =	NAIL & DISK
L =	ARC LENGTH	LB =	CERTIFICATE OF AUTHORIZATION
Δ =	DELTA (CENTRAL ANGLE)	P.B. =	PLAT BOOK
CD =	CHORD LENGTH	PG. =	PAGE
CB =	CHORD BEARING	ID. =	IDENTIFICATION
TB =	TANGENT BEARING	FND. =	FOUND
P.O.C. =	POINT OF COMMENCEMENT	RR =	RAILROAD
P.O.B. =	POINT OF BEGINNING	P.R.S.C. =	PUBLIC RECORDS OF SEMINOLE COUNTY
R/W =	RIGHT OF WAY	D.B. =	DEED BOOK
SEC. =	SECTION	◉ =	FOUND SURVEY CONTROL
TWP =	TOWNSHIP	℄ =	CENTERLINE
RGE =	RANGE	⁄\⁄ =	LINE BREAK
O.R.B. =	OFFICIAL RECORDS BOOK		

0' 50 100
1 INCH = 100 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
ST. LUKE'S EVANGELICAL LUTHERAN CHURCH, INC.
SLAVIA COLONY COMPANY
P.B. 2, PG. 71, SUBLOT 110
LOCATED IN SECTION 29,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

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ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
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ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

A PORTION OF PARENT PARCEL 106

OWNER: LUTHERAN HAVEN

000006

PARENT PARCEL TAX ID. No.: 16-21-31-5CA-0000-1130

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF SUBLOT 113, SLAVIA COLONY COMPANY, IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE NORTH 00°01'28" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 2557.03 FEET; THENCE NORTH 89°58'32" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST LINE OF SAID SUBLOT 113 AND THE POINT OF BEGINNING; THENCE NORTH 45°00'51" WEST, A DISTANCE OF 27.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5789.58 FEET, A CENTRAL ANGLE OF 03°32'57" AND A CHORD BEARING OF NORTH 84°17'29" WEST; THENCE FROM A TANGENT BEARING OF NORTH 86°03'58" WEST, RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 358.64 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5669.58 FEET, A CENTRAL ANGLE OF 02°50'49" AND A CHORD BEARING OF NORTH 83°56'25" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR DISTANCE OF 281.71 FEET TO A POINT ON THE WEST LINE OF SAID SUBLOT 113; THENCE NORTH 00°02'54" EAST ALONG THE WEST LINE OF SAID SUBLOT 113, A DISTANCE OF 19.16 FEET TO THE NORTHWEST CORNER OF SAID SUBLOT 113; THENCE SOUTH 88°43'53" EAST ALONG THE NORTH LINE OF SAID SUBLOT 113, A DISTANCE OF 656.27 FEET TO THE NORTHEAST CORNER OF SAID SUBLOT 113; THENCE SOUTH 00°01'28" WEST ALONG THE EAST LINE OF SAID SUBLOT 113, A DISTANCE OF 89.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 30720 SQUARE FEET OR 0.705 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 102+72.48 AND STATION 116+00, AS HAVING AN ASSUMED BEARING OF SOUTH 88°41'43" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL.)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398236, DATE OF SEARCH NOVEMBER 17, 2006.
TAKE SUBJECT TO:
- EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES ORB. 1929, PG. 1401, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

6. BASELINE OF SURVEY DOES NOT LIE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20-21-31.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 03/21/08

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
SLAVIA COLONY COMPANY
P.B. 2, PG. 71, SUBLOT 113
LOCATED IN SECTION 29,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

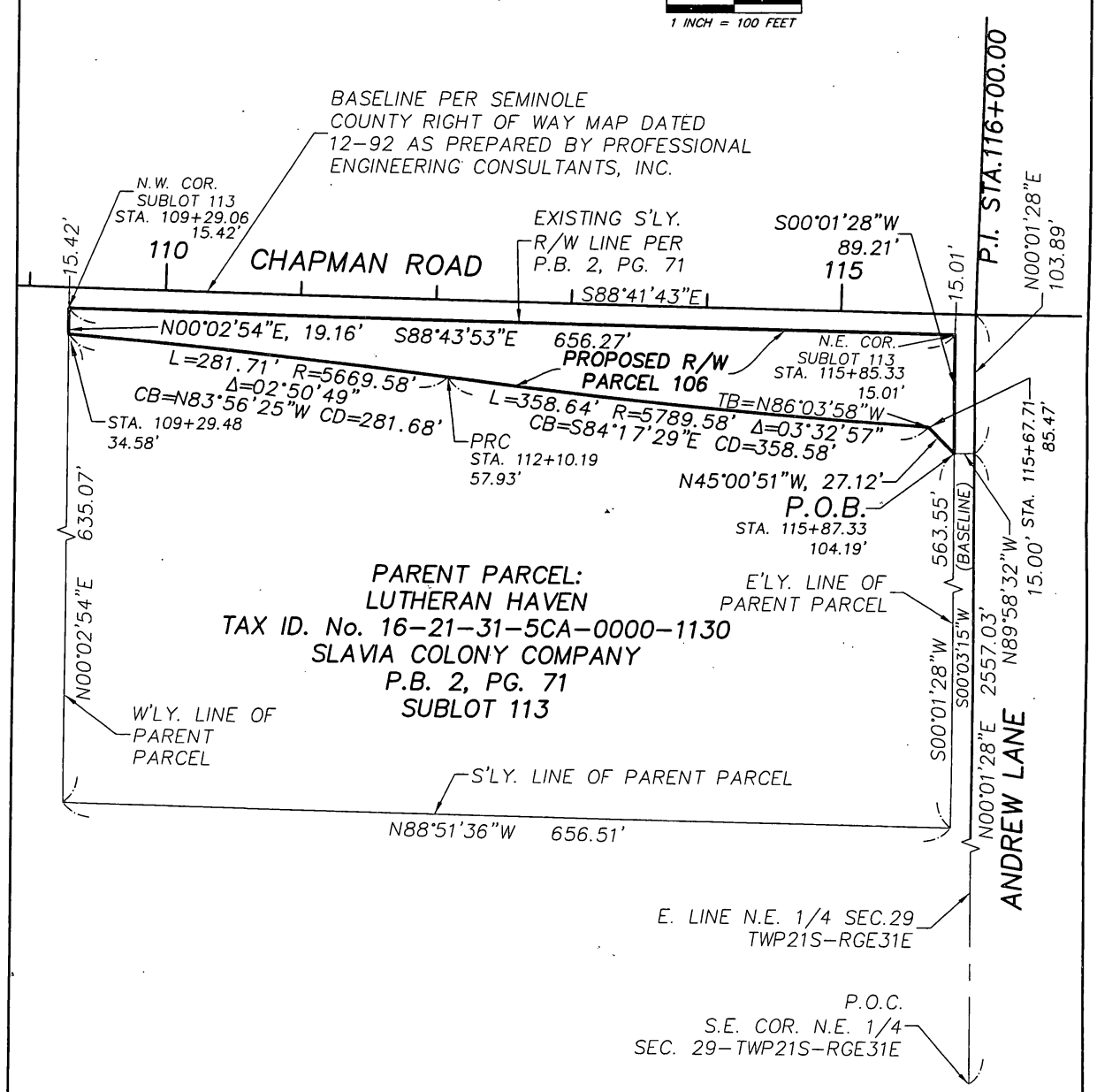
000007

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC. = SECTION
TWP = TOWNSHIP
RGE = RANGE
O.R.B. = OFFICIAL RECORDS BOOK

N&D = NAIL & DISK
LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
PG. = PAGE
ID. = IDENTIFICATION
FND. = FOUND
RR = RAILROAD
PRC = POINT OF REVERSE CURVATURE
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY
◉ = FOUND SURVEY CONTROL
℄ = CENTERLINE
⁄\⁄ = LINE BREAK

0' 50 100
1 INCH = 100 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
SLAVIA COLONY COMPANY
P.B. 2, PG. 71, SUBLOT 113
LOCATED IN SECTION 29,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

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ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

A PORTION OF PARENT PARCEL 107

OWNER: LUTHERAN HAVEN

PARENT PARCEL TAX ID. No.: 28-21-31-300-0110-0000

000008

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE NORTH 00°01'28" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 2540.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°01'28" EAST ALONG SAID WEST LINE, A DISTANCE OF 95.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°25'35" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1331.29 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°06'43" WEST ALONG SAID EAST LINE, A DISTANCE OF 35.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11399.16 FEET, A CENTRAL ANGLE OF 03°18'09" AND A CHORD BEARING OF SOUTH 88°34'05" WEST; THENCE FROM A TANGENT BEARING OF NORTH 89°46'51" WEST, RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 657.06 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5789.58 FEET, A CENTRAL ANGLE OF 06°22'30" AND A CHORD BEARING OF NORTH 89°53'45" WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR DISTANCE OF 644.19 FEET; THENCE SOUTH 44°59'44" WEST, A DISTANCE OF 22.02 FEET; THENCE SOUTH 00°01'28" WEST, A DISTANCE OF 15.64 FEET; THENCE NORTH 89°58'32" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28 AND THE POINT OF BEGINNING.

CONTAINING 74,168 SQUARE FEET OR 1.703 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 116+00 AND STATION 142+62.66, AS HAVING AN ASSUMED BEARING OF SOUTH 89°25'35" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398248, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO:
   - EASEMENT FOR FLORIDA POWER CORP., ORB. 558, PG. 289, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - NON-EXCLUSIVE RIGHT OF WAY EASEMENT, ORB. 1946, PG. 1144 SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - EXCEPT FOR D.B. 81, PAGES 132 AND 133 THAT WAS PROVIDED TO BOWYER SINGLETON AND ASSOCIATES BY THE SEMINOLE COUNTY ATTORNEY'S OFFICE ON 02/28/08.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 3 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 02/29/08

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 1 OF 3

(SEE SHEET 2 OF 3 AND 3 OF 3 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
O.R.B. 1946, PG. 125
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

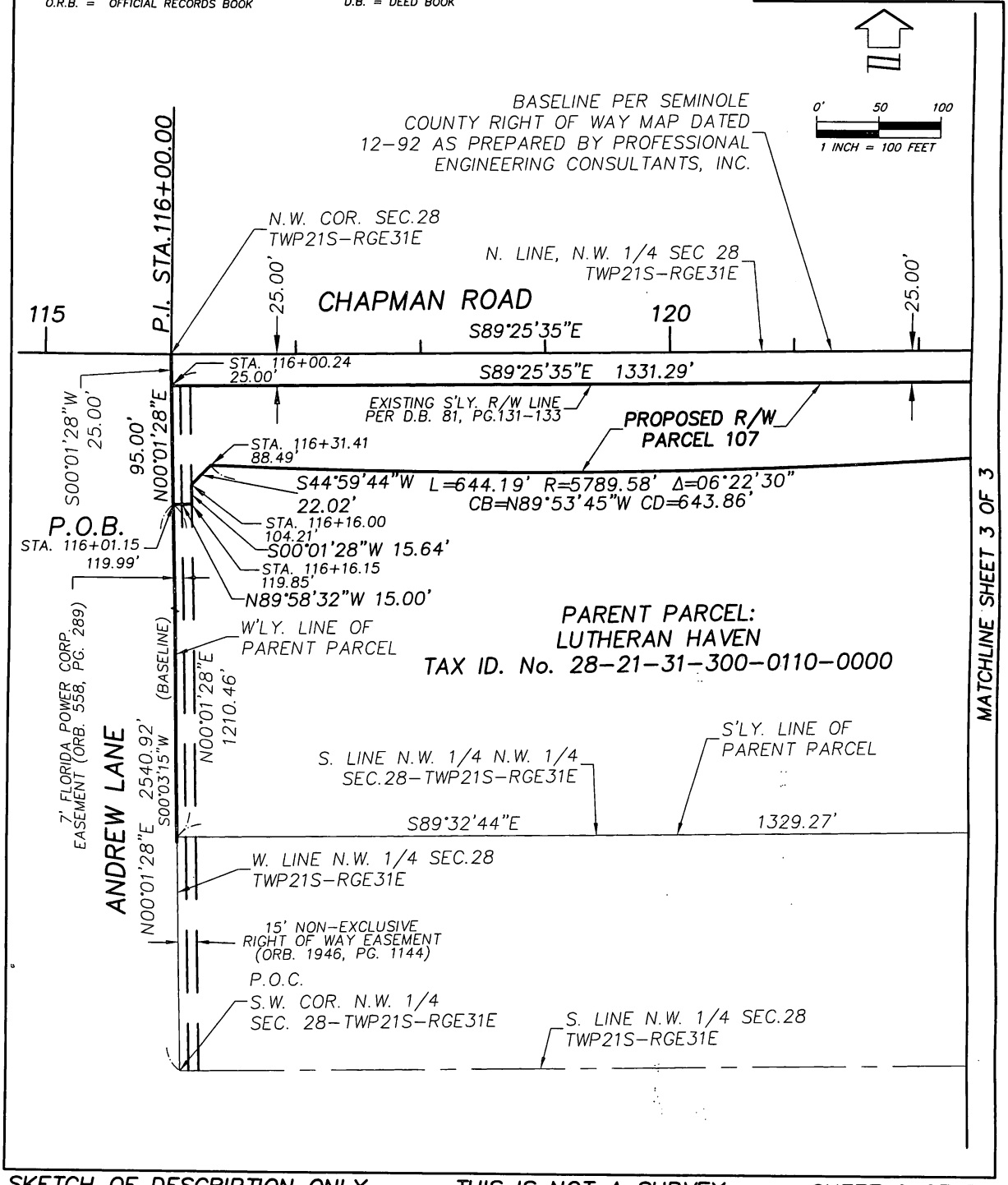
BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

000009

LEGEND & ABBREVIATIONS

R	= RADIUS	N&D	= NAIL & DISK
L	= ARC LENGTH	LB	= CERTIFICATE OF AUTHORIZATION
Δ	= DELTA (CENTRAL ANGLE)	PB	= PLAT BOOK
CD	= CHORD LENGTH	PG.	= PAGE
CB	= CHORD BEARING	ID.	= IDENTIFICATION
TB	= TANGENT BEARING	FND.	= FOUND
P.O.C.	= POINT OF COMMENCEMENT	RR	= RAILROAD
P.O.B.	= POINT OF BEGINNING	P.R.S.C.	= PUBLIC RECORDS OF SEMINOLE COUNTY
R/W	= RIGHT OF WAY	◉	= FOUND SURVEY CONTROL
SEC.	= SECTION	℄	= CENTERLINE
TWP	= TOWNSHIP	⁄\⁄	= LINE BREAK
RGE	= RANGE	D.B.	= DEED BOOK
O.R.B.	= OFFICIAL RECORDS BOOK		



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 3

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
O.R.B. 1946, PG. 125
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

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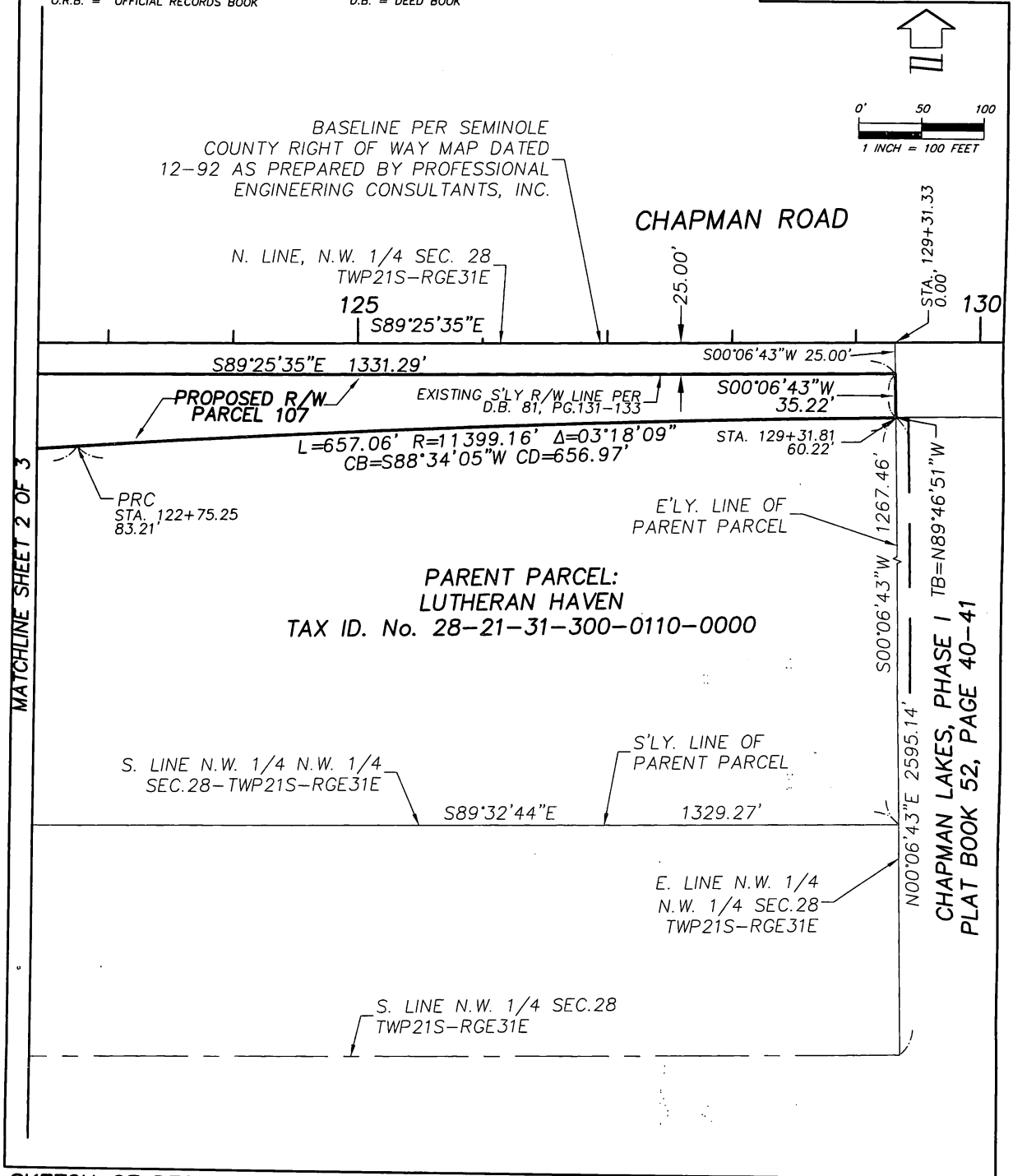
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

000010

LEGEND & ABBREVIATIONS

R =	RADIUS	N&D =	NAIL & DISK
L =	ARC LENGTH	LB =	CERTIFICATE OF AUTHORIZATION
Δ =	DELTA (CENTRAL ANGLE)	PB =	PLAT BOOK
CD =	CHORD LENGTH	PG. =	PAGE
CB =	CHORD BEARING	ID. =	IDENTIFICATION
TB =	TANGENT BEARING	FND. =	FOUND
P.O.C. =	POINT OF COMMENCEMENT	RR =	RAILROAD
P.O.B. =	POINT OF BEGINNING	P.R.S.C. =	PUBLIC RECORDS OF SEMINOLE COUNTY
R/W =	RIGHT OF WAY	◉ =	FOUND SURVEY CONTROL
SEC. =	SECTION	℄ =	CENTERLINE
TWP =	TOWNSHIP	⁄\⁄ =	LINE BREAK
RGE =	RANGE	D.B. =	DEED BOOK
O.R.B. =	OFFICIAL RECORDS BOOK		



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 3 OF 3

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
O.R.B. 1946, PG. 125
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
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ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

PROPOSED TEMPORARY CONSTRUCTION EASEMENT PARCEL 708

000011

OWNER: CHAPMAN LAKES HOMEOWNERS ASSOCIATION
PARENT TRACT PARCEL IDENTIFICATION NUMBERS:
TRACT 'A' = 28-21-31-507-0A00-000
TRACT 'B' = 28-21-31-507-0B00-000
TRACT 'C' = 28-21-31-507-0C00-000
TRACT 'H' = 28-21-31-507-0H00-000

PARCEL 708 LEGAL DESCRIPTION:

A PORTION OF TRACTS "A", "B", "C", AND "H", CHAPMAN LAKES PHASE 1, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 52, PAGES 40-41, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 89°25'35" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1774.07 FEET TO A POINT ON A LINE PERPENDICULAR TO SAID NORTH LINE; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°34'25" WEST, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 60.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF CHAPMAN ROAD PER CHAPMAN LAKES PHASE I, AS RECORDED IN PLAT BOOK 52, PAGES 40-41, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID PERPENDICULAR LINE, RUN SOUTH 89°25'35" EAST, ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 105.00 FEET TO A POINT ON A LINE PERPENDICULAR TO SAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID EXISTING RIGHT OF WAY LINE, RUN SOUTH 00°34'25" WEST, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET SOUTHERLY OF, WHEN MEASURED PERPENDICULAR TO, THE AFORESAID EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID PERPENDICULAR LINE, RUN NORTH 89°25'35" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 105.00 FEET TO A POINT ON A LINE PERPENDICULAR TO THE AFOREMENTIONED EXISTING RIGHT OF WAY LINE; THENCE DEPARTING SAID PARALLEL LINE, RUN NORTH 00°34'25" EAST, ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,100 SQUARE FEET OR 0.048 ACRES, MORE OR LESS

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4, SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMIONOLE COUNTY, FLORIDA, HAVING AN ASSUMED BEARING OF S89°25'35"E, PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS ABSTRACTED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS AND/OR OTHER INSTRUMENTS OF RECORDS. TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE No. 06.00128/1398259, DATED NOVEMBER 17, 2006.
   TAKE SUBJECT TO EASEMENTS AS SHOWN ON:
   - PLAT BOOK 52, PAGES 40-41, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREON, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS TWO (2) SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO RIGHT OF WAY MAP - CHAPMAN ROAD, SEMINOLE COUNTY, DATED 12-92 AND REVISED ON 11-94.

6. PARENT TRACT INFORMATION FOR THE PARCEL SHOWN HEREON MAY BE FOUND AS RECORDED IN CHAPMAN LAKES PHASE I, PLAT BOOK 52, PAGES 40-41, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 02/29/08

WILLIAM P. HINKLE DATE
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL: CHAPMAN LAKES HOMEOWNERS ASSOCIATION
CHAPMAN LAKES PHASE I
PLAT BOOK 52, PAGES 40-41
LOCATED IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

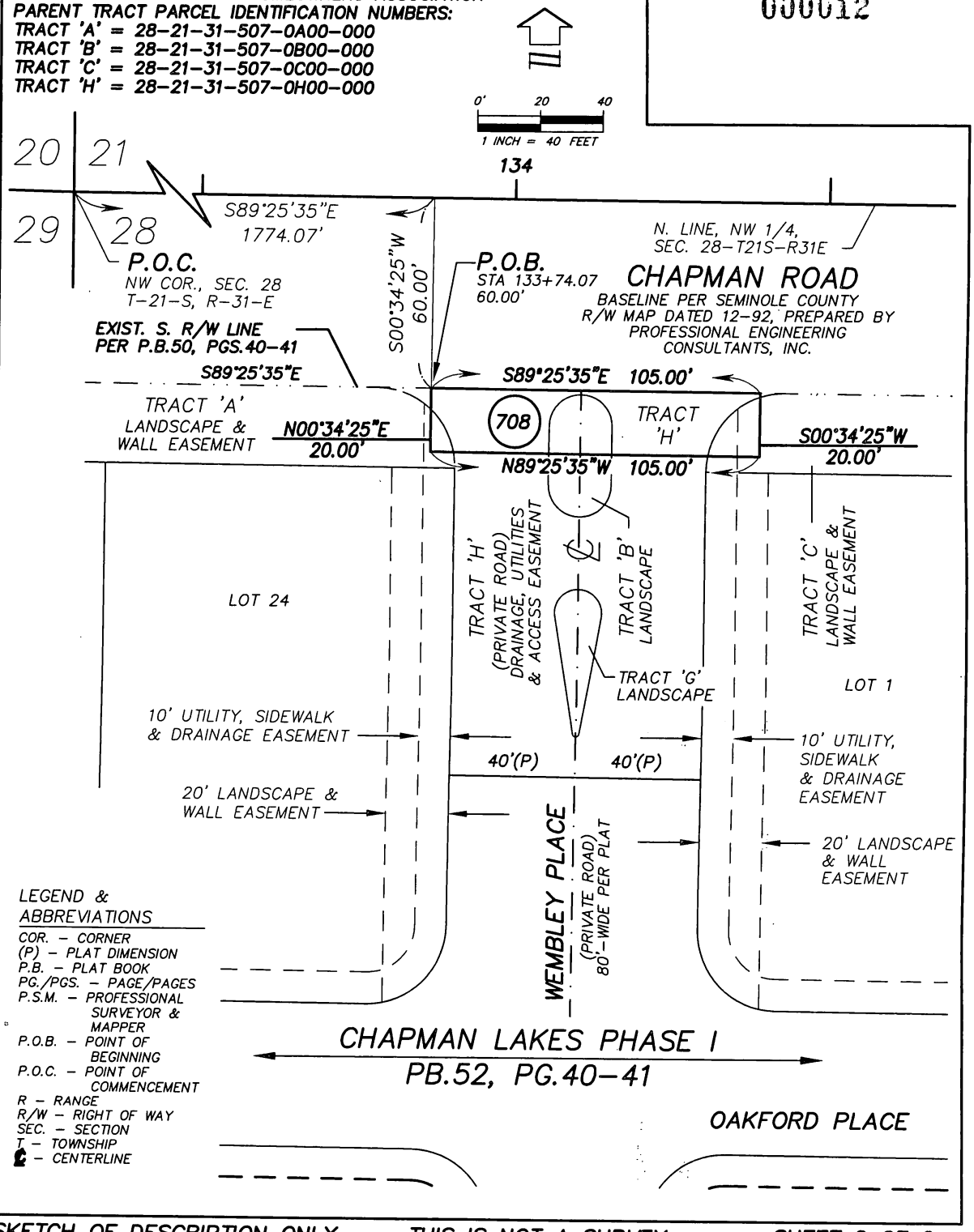
BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

PROPOSED TEMPORARY CONSTRUCTION EASEMENT PARCEL 708

000012

OWNER: CHAPMAN LAKES HOMEOWNERS ASSOCIATION
PARENT TRACT PARCEL IDENTIFICATION NUMBERS:
TRACT 'A' = 28-21-31-507-0A00-000
TRACT 'B' = 28-21-31-507-0B00-000
TRACT 'C' = 28-21-31-507-0C00-000
TRACT 'H' = 28-21-31-507-0H00-000



LEGEND & ABBREVIATIONS

COR. – CORNER
(P) – PLAT DIMENSION
P.B. – PLAT BOOK
PG./PGS. – PAGE/PAGES
P.S.M. – PROFESSIONAL SURVEYOR & MAPPER
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
R – RANGE
R/W – RIGHT OF WAY
SEC. – SECTION
T – TOWNSHIP
℄ – CENTERLINE

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT TRACTS A', 'B', 'C' & 'H'
CHAPMAN LAKES PHASE I
PLAT BOOK 52, PAGES 40-41

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

A PORTION OF PARENT PARCEL 109

000013

OWNER: FRANCIS X. MAZELIN & DARLENE E. MAZELIN

PARENT PARCEL TAX ID. No.: 28-21-31-502-0000-0220

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT 22, HUNTINGTON, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 94-96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 22, HUNTINGTON, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 94-96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°44'12" EAST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 193.03 FEET TO A CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°07'48" AND A CHORD BEARING OF SOUTH 63°10'18" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 23.18 FEET; THENCE NORTH 89°44'12" WEST A DISTANCE OF 213.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 22; THENCE NORTH 00°12'00" EAST, ALONG SAID WEST LINE OF LOT 22, ALSO BEING THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2070 SQUARE FEET OR 0.048 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 142+62.66 AND STATION 145+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398300, DATE OF SEARCH NOVEMBER 17, 2006.
TAKE SUBJECT TO EASEMENTS AND BUFFERS AS SHOWN ON:
- PLAT BOOK 37, PAGES 94-96, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO RIGHT OF WAY MAP - CHAPMAN ROAD, SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, AS PREPARED BY. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
FRANCIS X. MAZELIN & DARLENE E. MAZELIN
HUNTINGTON
P.B. 37, PG. 94-96, LOT 22
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 109.dwg

EXHIBIT A

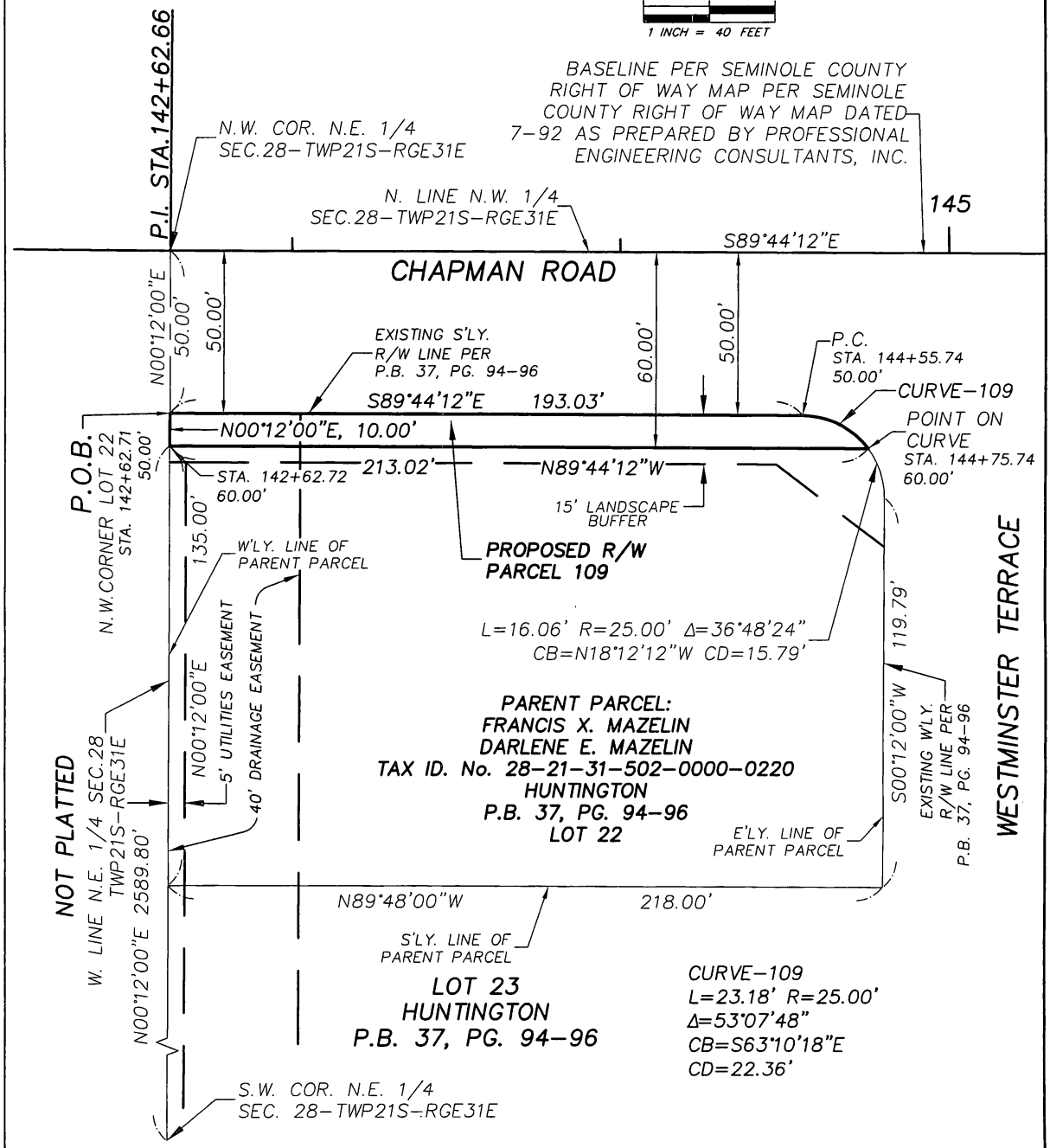
000014

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC. = SECTION
TWP = TOWNSHIP
RGE = RANGE
O.R.B. = OFFICIAL RECORDS BOOK

N&D = NAIL & DISK
LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
PG. = PAGE
ID. = IDENTIFICATION
FND. = FOUND
P.C. = POINT OF CURVATURE
RR = RAILROAD
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY
◉ = FOUND SURVEY CONTROL
℄ = CENTERLINE
⁄\⁄ = LINE BREAK

0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
FRANCIS X. MAZELIN & DARLENE E. MAZELIN
HUNTINGTON
P.B. 37, PG. 94-96, LOT 22
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 109.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 110

000015

OWNER: JAMES K. BEARD & MERCEDES H. BEARD

PARENT PARCEL TAX ID. No.: 28-21-31-502-0000-0010

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT 1, HUNTINGTON, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 94-96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, HUNTINGTON, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 94-96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°12'00" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°44'12" WEST A DISTANCE OF 70.67 FEET; THENCE SOUTH 47°22'02" WEST, A DISTANCE OF 29.35 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH 04°28'52" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 6.83 FEET TO A TANGENT CURVE CONCAVED SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°46'56" AND A CHORD BEARING OF NORTH 47°22'20" EAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 37.43 FEET; THENCE SOUTH 89°44'12" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 66.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

CONTAINING 991 SQUARE FEET OR 0.023 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 142+62.66 AND STATION 150+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398313, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO EASEMENTS AND BUFFERS AS SHOWN ON:
   -PLAT BOOK 37, PAGES 94-96, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/22/07

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
JAMES K. BEARD & MERCEDES H. BEARD
HUNTINGTON
P.B. 37, PG. 94-96, LOT 1
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 110.dwg

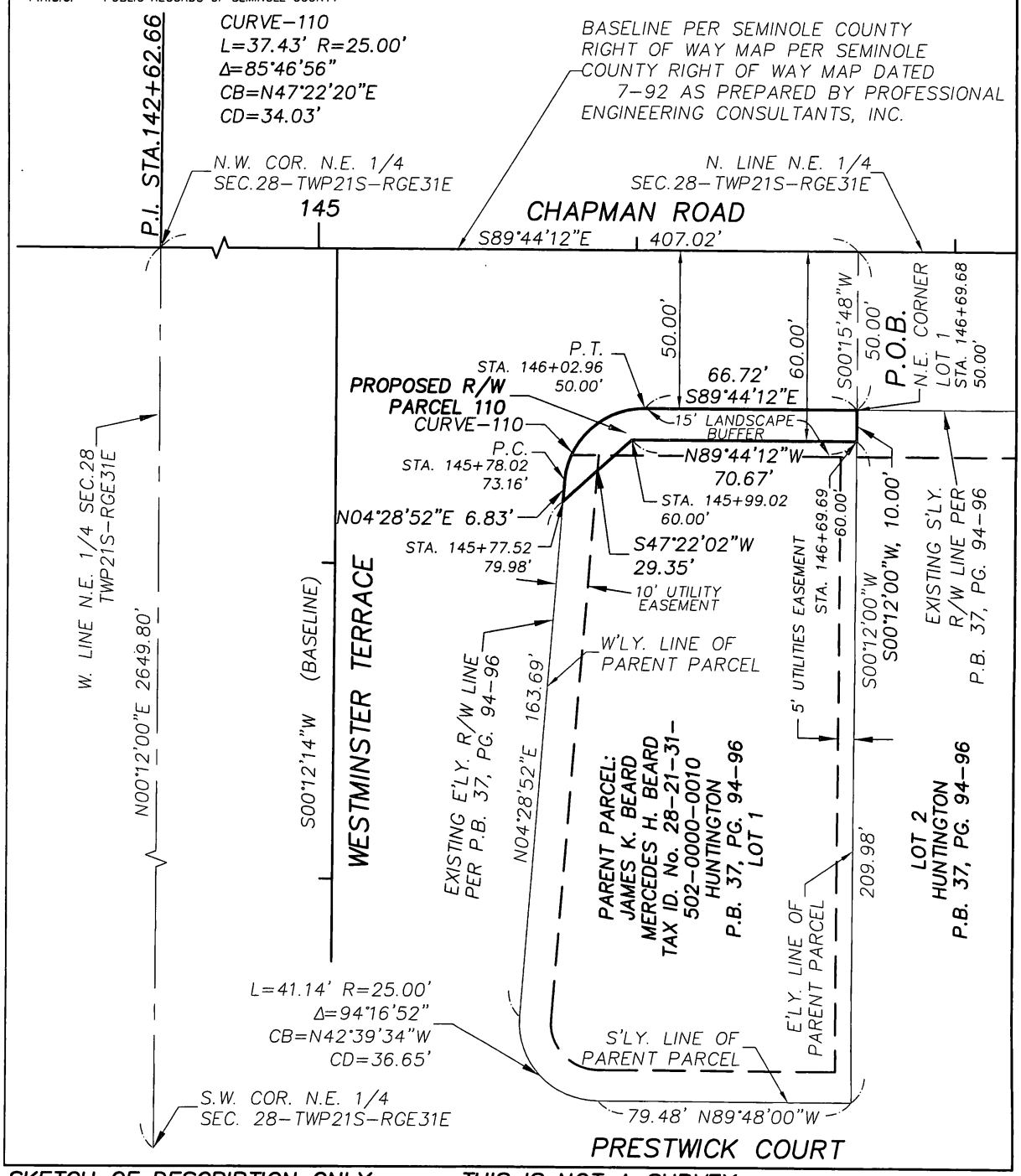
EXHIBIT A

000016

LEGEND & ABBREVIATIONS

R	= RADIUS	N&D	= NAIL & DISK
L	= ARC LENGTH	LB	= CERTIFICATE OF AUTHORIZATION
Δ	= DELTA (CENTRAL ANGLE)	P.B.	= PLAT BOOK
CD	= CHORD LENGTH	PG.	= PAGE
CB	= CHORD BEARING	ID.	= IDENTIFICATION
TB	= TANGENT BEARING	FND.	= FOUND
P.O.C.	= POINT OF COMMENCEMENT	P.C.	= POINT OF CURVATURE
P.O.B.	= POINT OF BEGINNING	P.T.	= POINT OF TANGENCY
R/W	= RIGHT OF WAY	RR	= RAILROAD
SEC.	= SECTION	◉	= FOUND SURVEY CONTROL
TWP	= TOWNSHIP	℄	= CENTERLINE
RGE	= RANGE		= LINE BREAK
O.R.B.	= OFFICIAL RECORDS BOOK		
P.R.S.C.	= PUBLIC RECORDS OF SEMINOLE COUNTY		

0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
JAMES K. BEARD & MERCEDES H. BEARD
HUNTINGTON
P.B. 37, PG. 94-96, LOT 1
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 110.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 111

000017

OWNER: JEAN A. NELSON

PARENT PARCEL TAX ID. No.: 28-21-31-502-0000-0020

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT 2, HUNTINGTON, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 94-96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2, HUNTINGTON, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 94-96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°44'12" EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 134.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 12°45'49" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 10.24 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 132.42 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°12'00" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING.

CONTAINING 1335 SQUARE FEET OR 0.031 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 142+62.66 AND STATION 150+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398326, DATE OF SEARCH NOVEMBER 17, 2006.
TAKE SUBJECT TO EASEMENTS AND BUFFERS AS SHOWN ON:
- PLAT BOOK 37, PAGES 94-96, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
JEAN A. NELSON
HUNTINGTON
P.B. 37, PG. 94-96, LOT 2
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 111.dwg

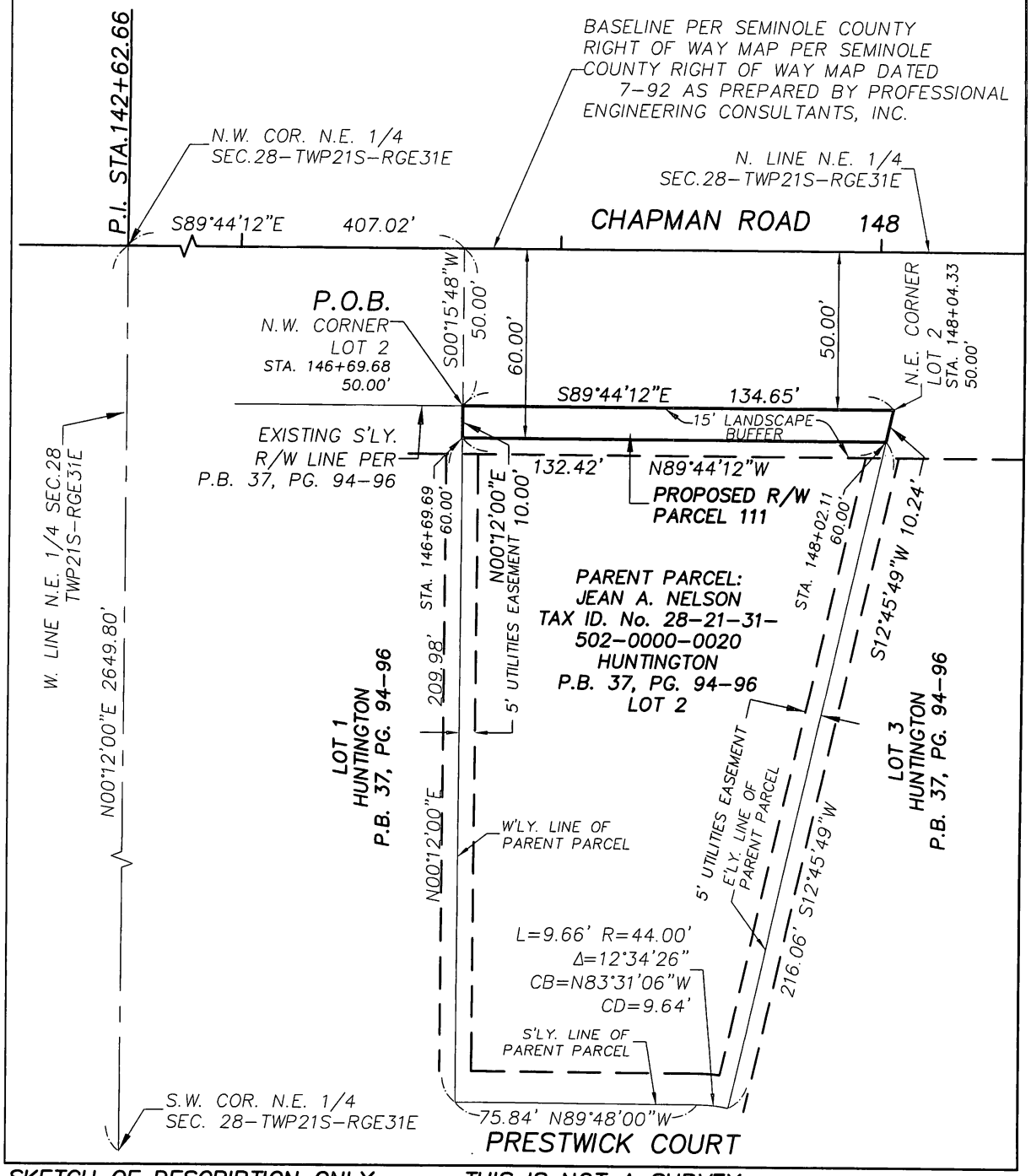
EXHIBIT A

000018

LEGEND & ABBREVIATIONS

R	= RADIUS	N&D	= NAIL & DISK
L	= ARC LENGTH	LB	= CERTIFICATE OF AUTHORIZATION
Δ	= DELTA (CENTRAL ANGLE)	P.B.	= PLAT BOOK
CD	= CHORD LENGTH	PG.	= PAGE
CB	= CHORD BEARING	ID.	= IDENTIFICATION
TB	= TANGENT BEARING	FND.	= FOUND
P.O.C.	= POINT OF COMMENCEMENT	P.T.	= POINT OF TANGENCY
P.O.B.	= POINT OF BEGINNING	RR	= RAILROAD
R/W	= RIGHT OF WAY	◉	= FOUND SURVEY CONTROL
SEC.	= SECTION	℄	= CENTERLINE
TWP	= TOWNSHIP	⁄\⁄	= LINE BREAK
RGE	= RANGE		
O.R.B.	= OFFICIAL RECORDS BOOK		
P.R.S.C.	= PUBLIC RECORDS OF SEMINOLE COUNTY		

0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
JEAN A. NELSON
HUNTINGTON
P.B. 37, PG. 94-96, LOT 2
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 111.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 112

000019

OWNER: GREGORY A. BOYD & AIDA A. BOYD

PARENT PARCEL TAX ID. No.: 28-21-31-502-0000-0030

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT 3, HUNTINGTON, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 94-96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 3, HUNTINGTON, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGE 94-96, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°08'43" WEST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°44'12" WEST A DISTANCE OF 195.59 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE NORTH 12°45'49" EAST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 10.24 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89°44'12" EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 193.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE POINT OF BEGINNING.

CONTAINING 1945 SQUARE FEET OR 0.045 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 142+62.66 AND STATION 150+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398353, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO EASEMENTS AND BUFFERS AS SHOWN ON:
   - PLAT BOOK 37, PAGES 94-96, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   TAKE IS ALSO SUBJECT TO:
   -FLORIDA POWER CORP. EASEMENT, ORB. 652,PG. 116, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
GREGORY A. BOYD & AIDA A. BOYD
HUNTINGTON
P.B. 37, PG. 94-96, LOT 3
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 112.dwg

EXHIBIT A

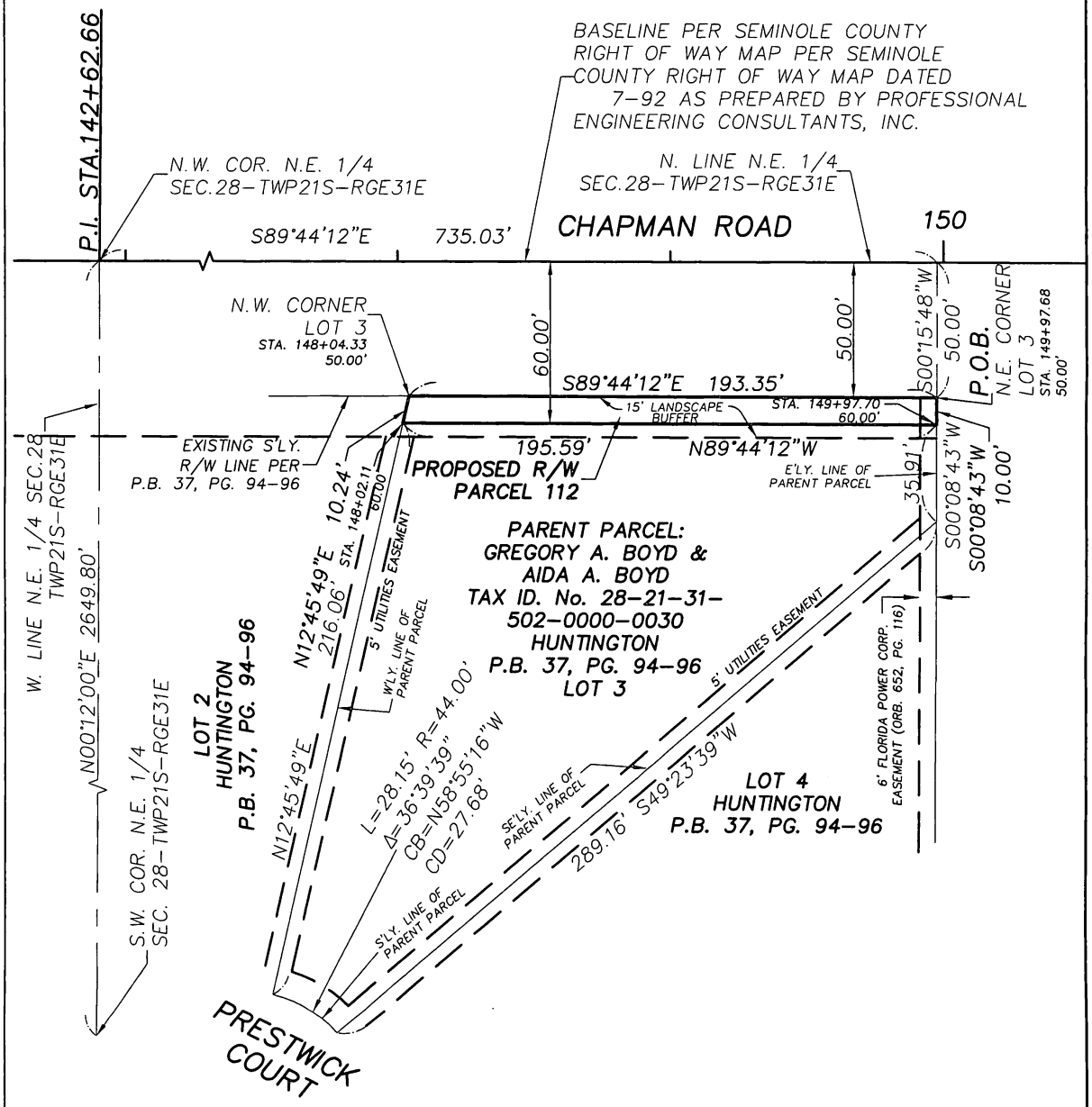
000020

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC. = SECTION
TWP = TOWNSHIP
RGE = RANGE
O.R.B. = OFFICIAL RECORDS BOOK
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY

N&D = NAIL & DISK
LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
PG. = PAGE
ID. = IDENTIFICATION
FND. = FOUND
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
RR = RAILROAD
◉ = FOUND SURVEY CONTROL
℄ = CENTERLINE
⁄\⁄ = LINE BREAK

0' 25 50
1 INCH = 50 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
GREGORY A. BOYD & AIDA A. BOYD
HUNTINGTON
P.B. 37, PG. 94-96, LOT 3
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

EXHIBIT A

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 112.dwg

A PORTION OF PARENT PARCEL 115

OWNER: THAO PHUONG TRAN & LONG TRAN

000021

PARENT PARCEL TAX ID. No.: 28-21-31-302-002E-0000

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2653.14 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 664.49 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 56.31 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 110.02 FEET; THENCE NORTH 00°15'48" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 498.24 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°08'43" EAST ALONG SAID WEST LINE, A DISTANCE OF 35.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°44'12" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 664.50 TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND THE POINT OF BEGINNING.

CONTAINING 25143 SQUARE FEET OR 0.577 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 155+00 AND STATION 169+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398446, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO:
   - FLORIDA POWER CORP. , DISTRIBUTION EASEMENT, PER ORB. 1209, PG. 1411 SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - EASEMENT FOR INGRESS / EGRESS AND SLAVIA DRAINAGE DISTRICT AS RECITED, ORB. 1974, PG. 1643 SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 4 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 1 OF 4

(SEE SHEETS 2 THRU 4 OF 4 FOR SKETCH OF DESCRIPTION)

CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
THAO PHUONG TRAN & LONG TRAN
O.R.B. 3651, PG. 1737
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 115.dwg

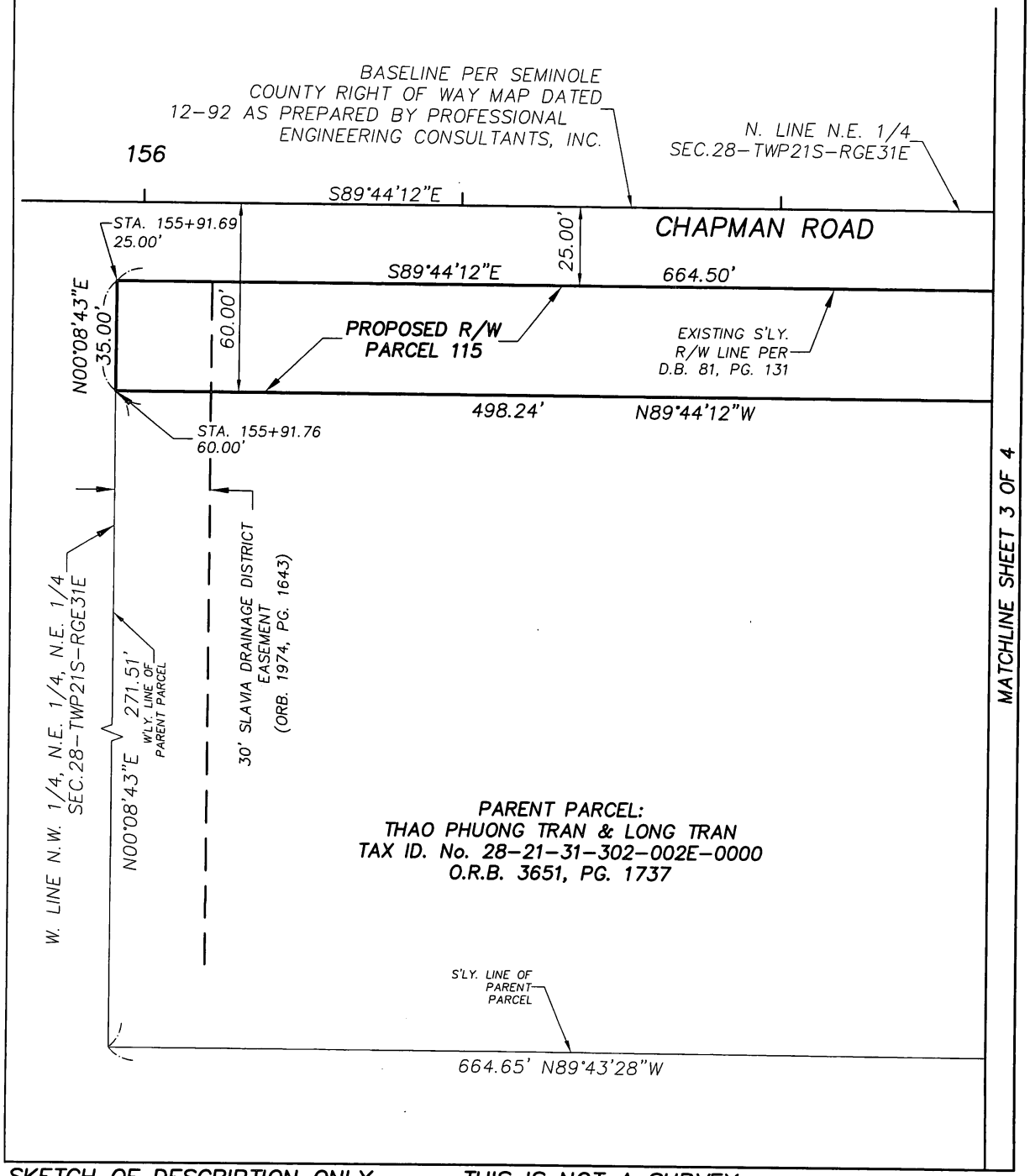
EXHIBIT A

000022

LEGEND & ABBREVIATIONS

R =	RADIUS	N&D =	NAIL & DISK
L =	ARC LENGTH	LB =	CERTIFICATE OF AUTHORIZATION
Δ =	DELTA (CENTRAL ANGLE)	P.B. =	PLAT BOOK
CD =	CHORD LENGTH	PG. =	PAGE
CB =	CHORD BEARING	ID. =	IDENTIFICATION
TB =	TANGENT BEARING	FND. =	FOUND
P.O.C. =	POINT OF COMMENCEMENT	P.C. =	POINT OF CURVATURE
P.O.B. =	POINT OF BEGINNING	P.T. =	POINT OF TANGENCY
R/W =	RIGHT OF WAY	RR =	RAILROAD
SEC. =	SECTION	◉ =	FOUND SURVEY CONTROL
TWP =	TOWNSHIP	℄ =	CENTERLINE
RGE =	RANGE	⌐√⌐ =	LINE BREAK
D.B. =	DEED BOOK		
P.R.S.C. =	PUBLIC RECORDS OF SEMINOLE COUNTY		

0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 4

SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
THAO PHUONG TRAN & LONG TRAN
O.R.B. 3651, PG. 1737
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 115.dwg

EXHIBIT A

000023

LEGEND & ABBREVIATIONS

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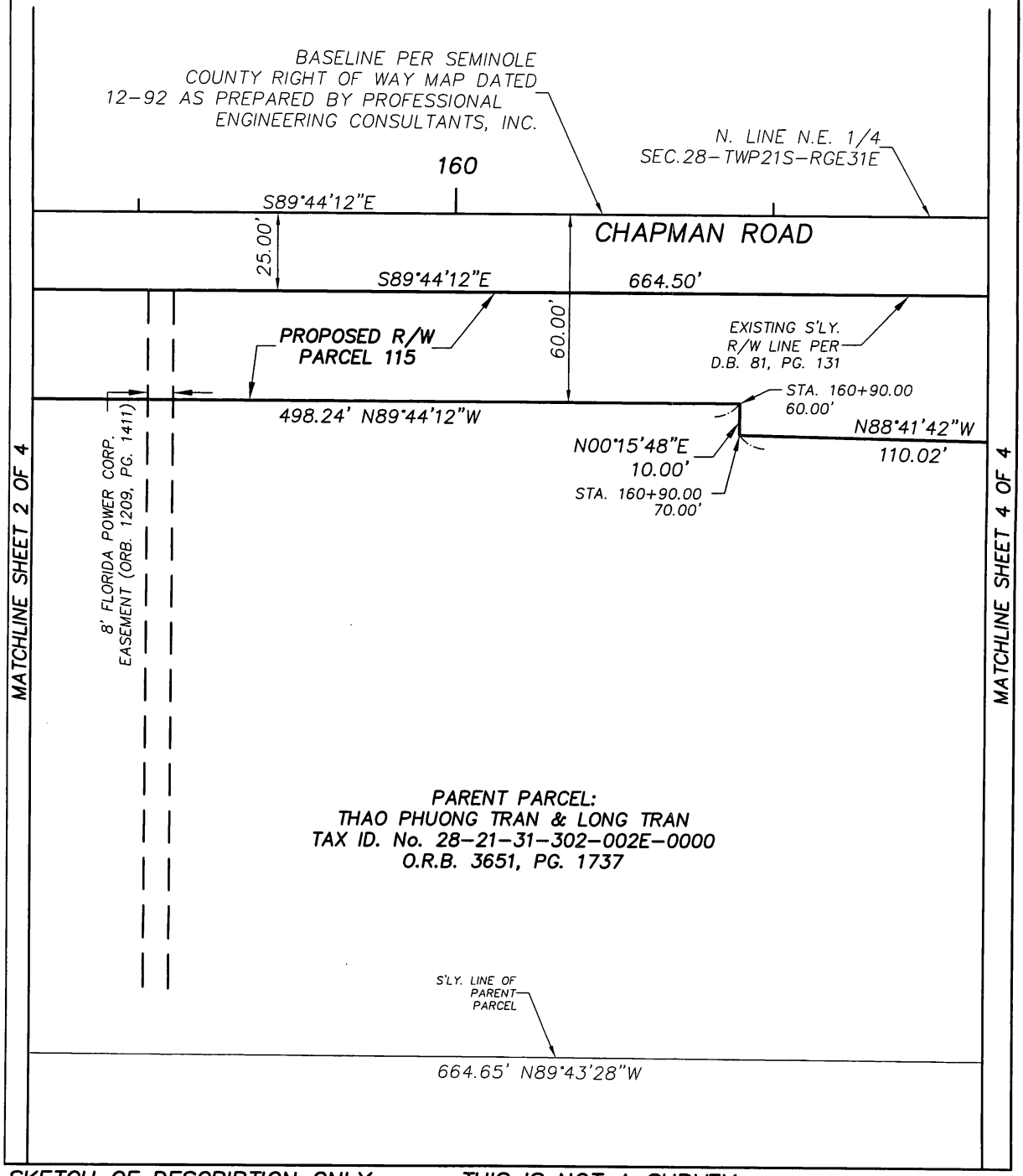
D.B. =	DEED BOOK		
P.R.S.C. =	PUBLIC RECORDS OF SEMINOLE COUNTY		

0' 20 40

1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 3 OF 4

SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
THAO PHUONG TRAN & LONG TRAN
O.R.B. 3651, PG. 1737
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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(407) 843-5100

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 115.dwg

EXHIBIT A

000024

LEGEND & ABBREVIATIONS

R = RADIUS
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R/W = RIGHT OF WAY
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LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
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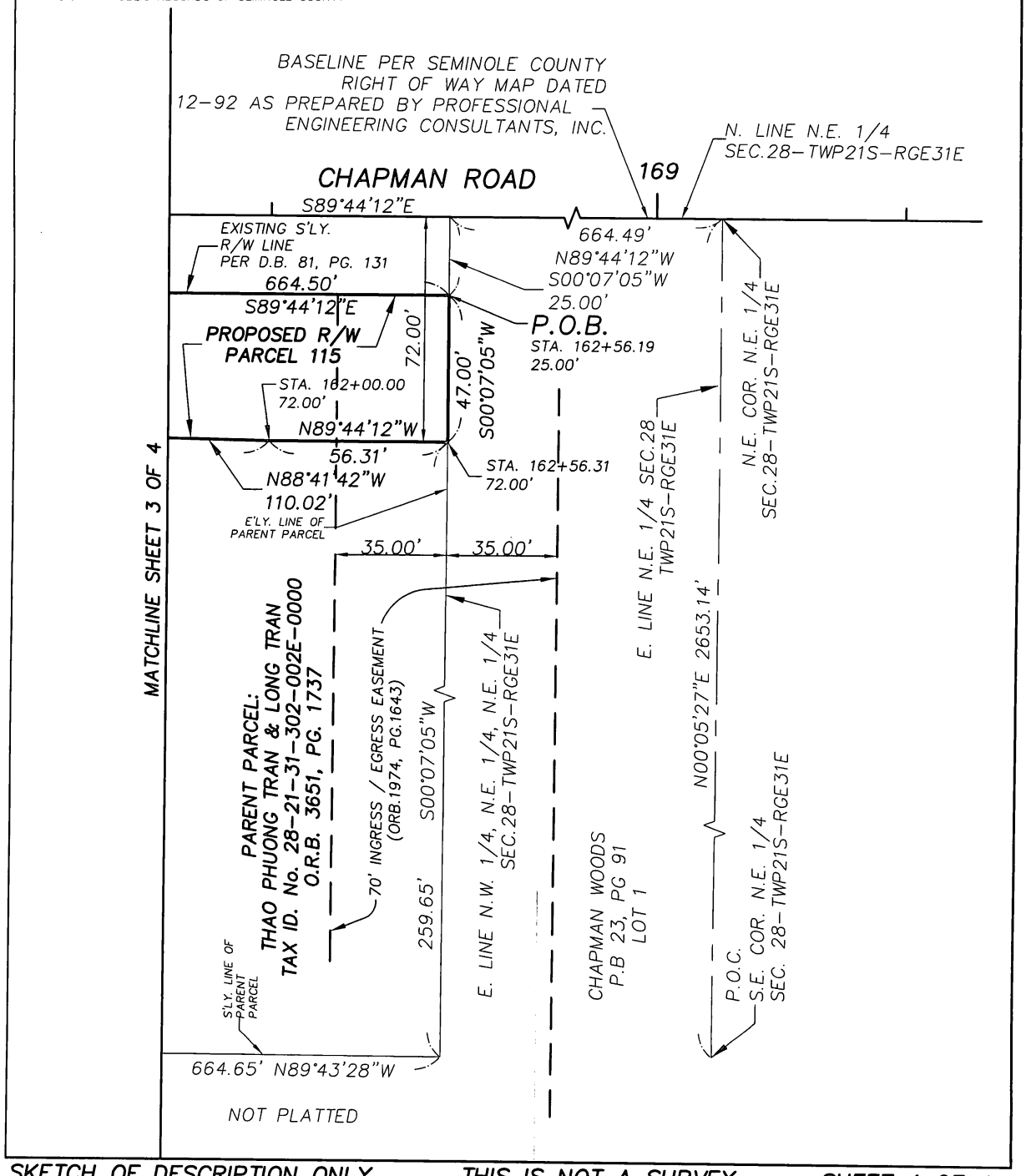
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 4 OF 4

SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
THAO PHUONG TRAN & LONG TRAN
O.R.B. 3651, PG. 1737
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 115.dwg

EXHIBIT A

PROPOSED TEMPORARY CONSTRUCTION EASEMENT PARCEL 715

000025

OWNER: THAO PHUONG TRAN & LONG TRAN

PARENT PARCEL TAX ID. No.: 28-21-31-302-002E-0000

PARCEL 715 LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2653.14 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 664.49 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 56.31 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 74.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°15'48" WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 89°41'42" WEST, A DISTANCE OF 35.70 FEET; THENCE NORTH 00°15'48" EAST, A DISTANCE OF 13.00 FEET; THENCE SOUTH 89°41'42" EAST, A DISTANCE OF 35.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 464 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 155+00 AND STATION 169+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398446, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO:
   - FLORIDA POWER CORP. , DISTRIBUTION EASEMENT, PER ORB. 1209, PG. 1411 SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - EASEMENT FOR INGRESS / EGRESS AND SLAVIA DRAINAGE DISTRICT AS RECITED, ORB. 1974, PG. 1643 SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

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5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 10/24/07

WILLIAM P. HINKLE — DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 1 OF 4

(SEE SHEETS 2 THRU 4 OF 4 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
THAO PHUONG TRAN & LONG TRAN
O.R.B. 3651, PG. 1737
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\TCE_PARCEL 715.dwg

EXHIBIT A

000026

LEGEND & ABBREVIATIONS

R =	RADIUS	N&D =	NAIL & DISK
L =	ARC LENGTH	LB =	CERTIFICATE OF AUTHORIZATION
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D.B. =	DEED BOOK		
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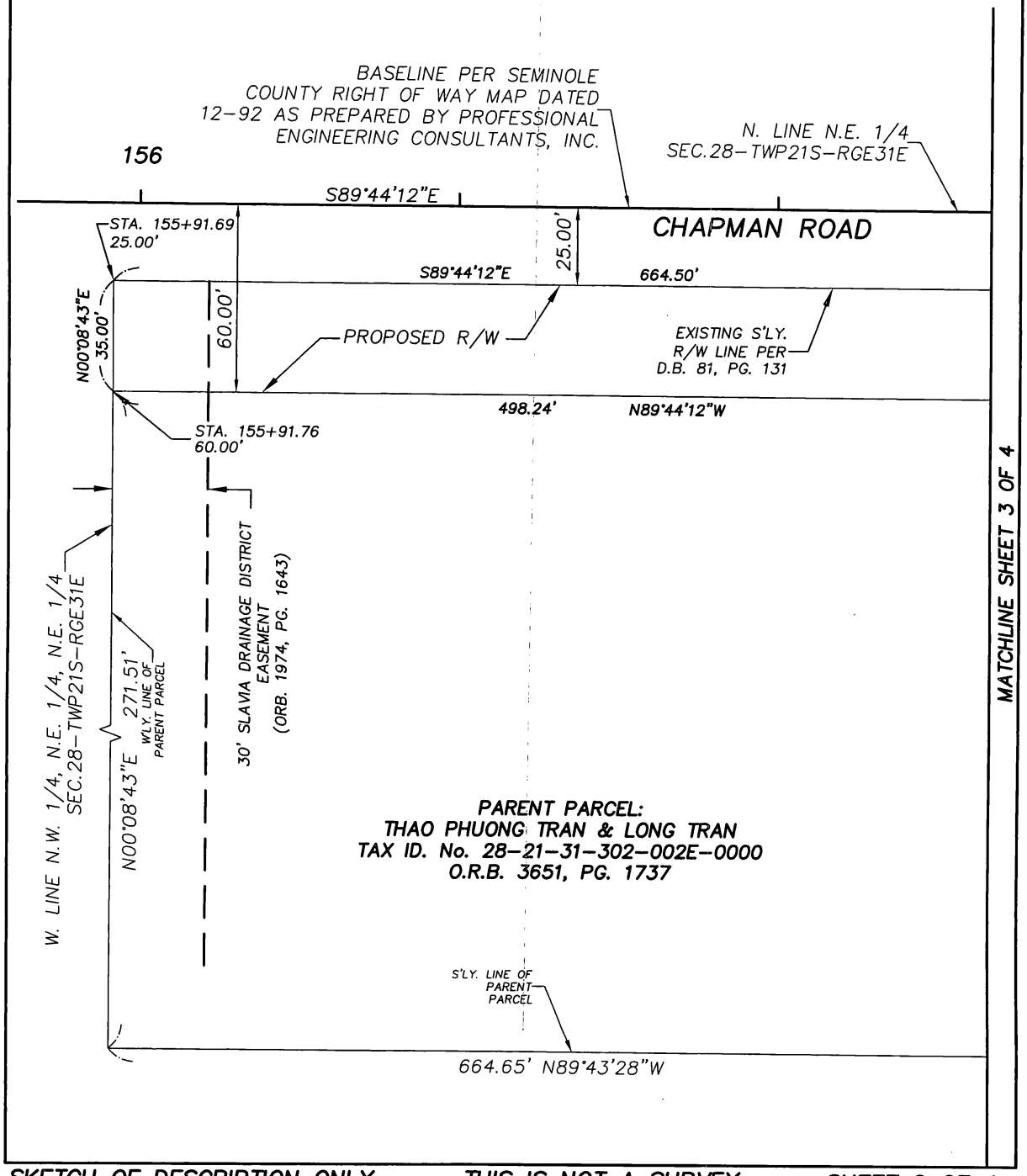
0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 4

(SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
THAO PHUONG TRAN & LONG TRAN
O.R.B. 3651, PG. 1737
LOCATED IN SECTION 28,
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(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\TCE_PARCEL 715.dwg

EXHIBIT A

000027

LEGEND & ABBREVIATIONS

R =	RADIUS	N&D =	NAIL & DISK
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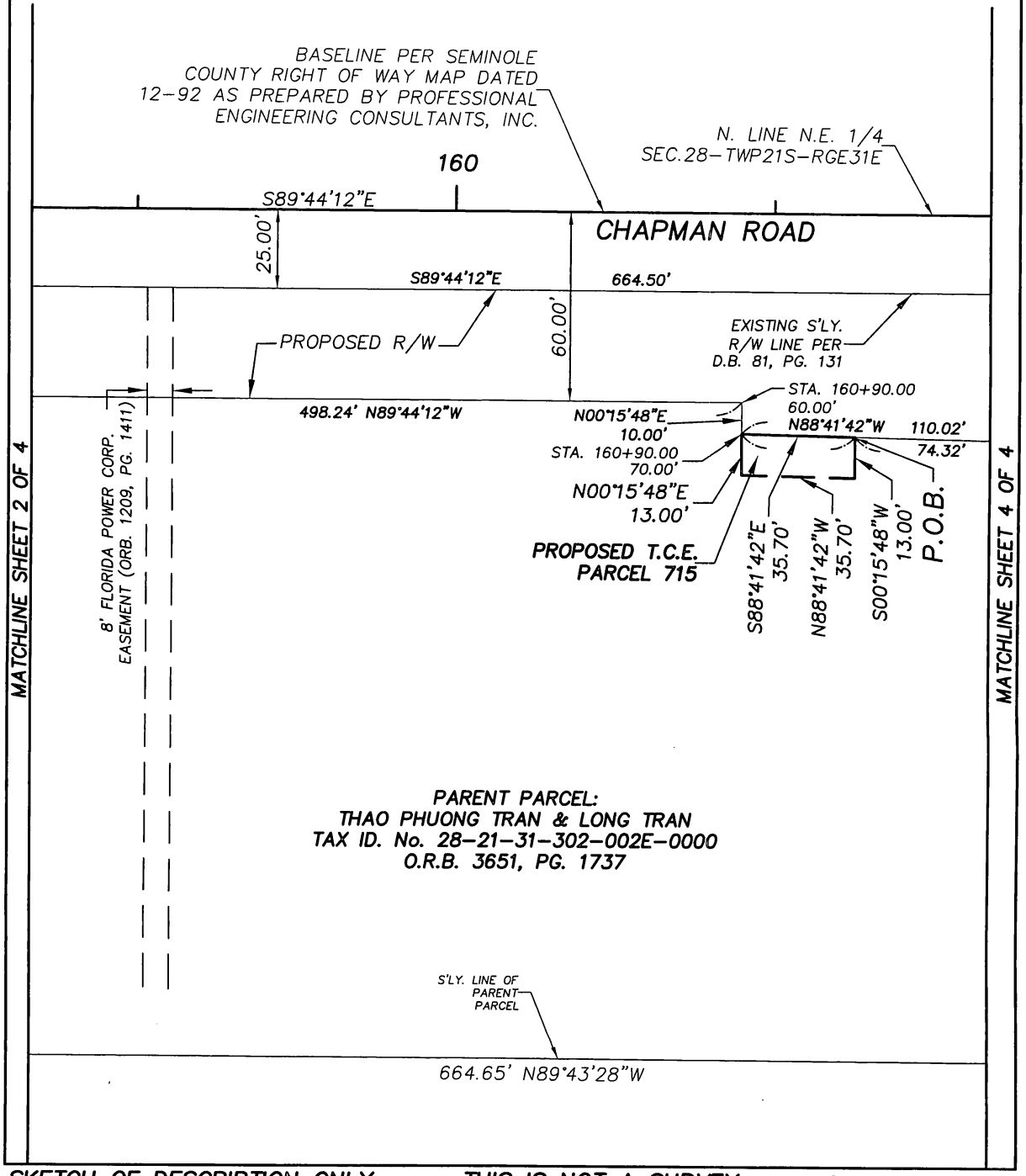
D.B. =	DEED BOOK		
P.R.S.C. =	PUBLIC RECORDS OF SEMINOLE COUNTY		

0' 20 40

1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 3 OF 4

SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
THAO PHUONG TRAN & LONG TRAN
O.R.B. 3651, PG. 1737
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\TCE_PARCEL 715.d

EXHIBIT A

000028

LEGEND & ABBREVIATIONS

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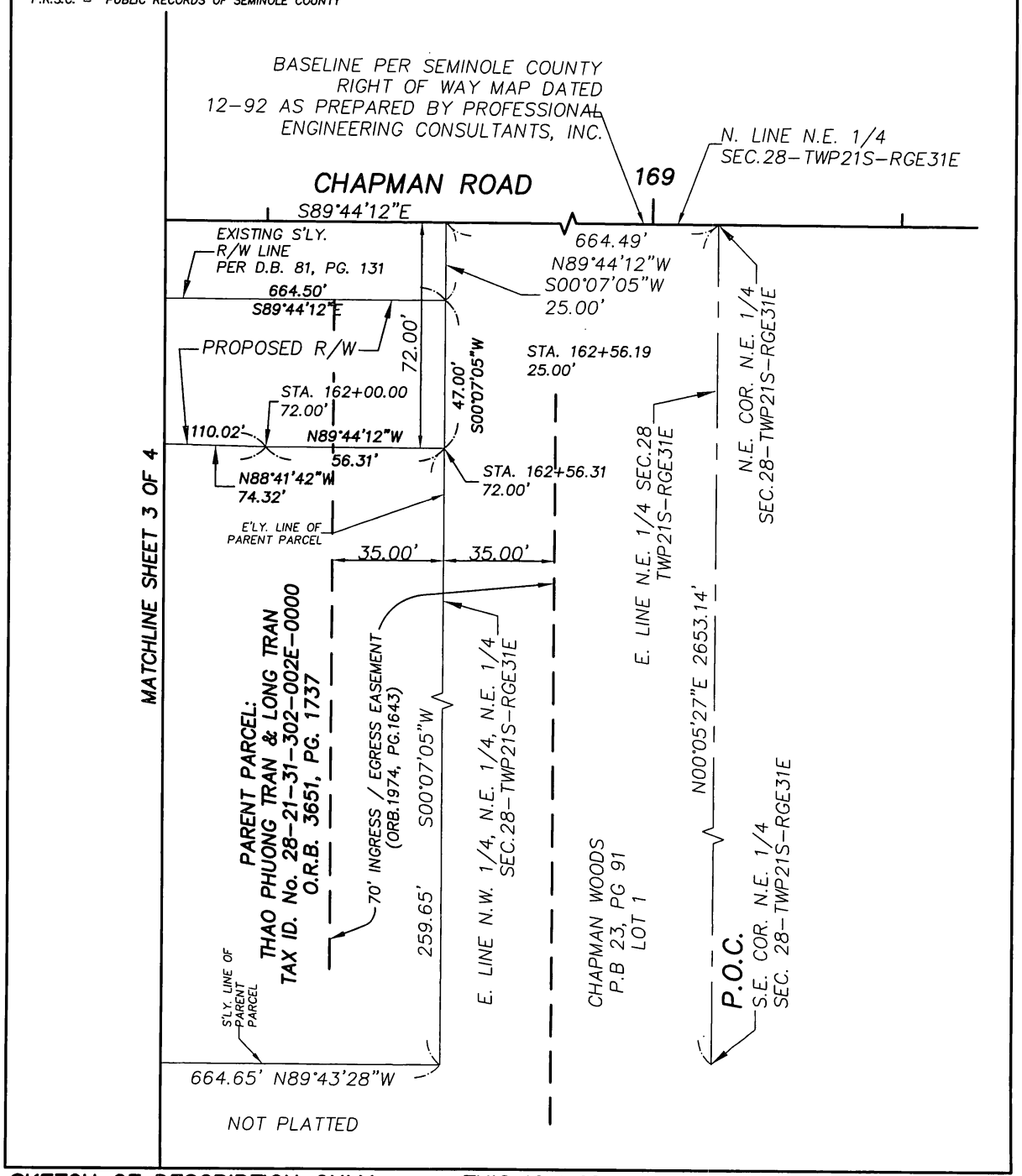

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 4 OF 4

(SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
THAO PHUONG TRAN & LONG TRAN
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LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\TCE_PARCEL 715.

EXHIBIT A

A PORTION OF PARENT PARCEL 116

OWNER: LUIS R. NIEVES & JENNIE R. NIEVES

PARENT PARCEL TAX ID. No.: 28-21-31-302-0020-0000

000029

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2653.14 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 664.49 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°07'05" WEST ALONG SAID WEST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 89°44'12" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF LOT 1 OF CHAPMAN WOODS, AS RECORDED IN PLAT BOOK 23, PAGES 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°07'05" WEST ALONG SAID PROJECTED WEST LINE OF LOT 1 OF CHAPMAN WOODS, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 35.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°07'05" EAST ALONG SAID WEST LINE, A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1645 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 164+00 AND STATION 169+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1502796, DATE OF SEARCH FEBRUARY 7, 2007.
   TAKE SUBJECT TO:
   - INGRESS / EGRESS EASEMENT, PER ORB. 1974, PG. 1643, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE — DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LUIS R. NIEVES & JENNIE R. NIEVES
O.R.B. 2507, PG. 349
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 116.dwg

EXHIBIT A

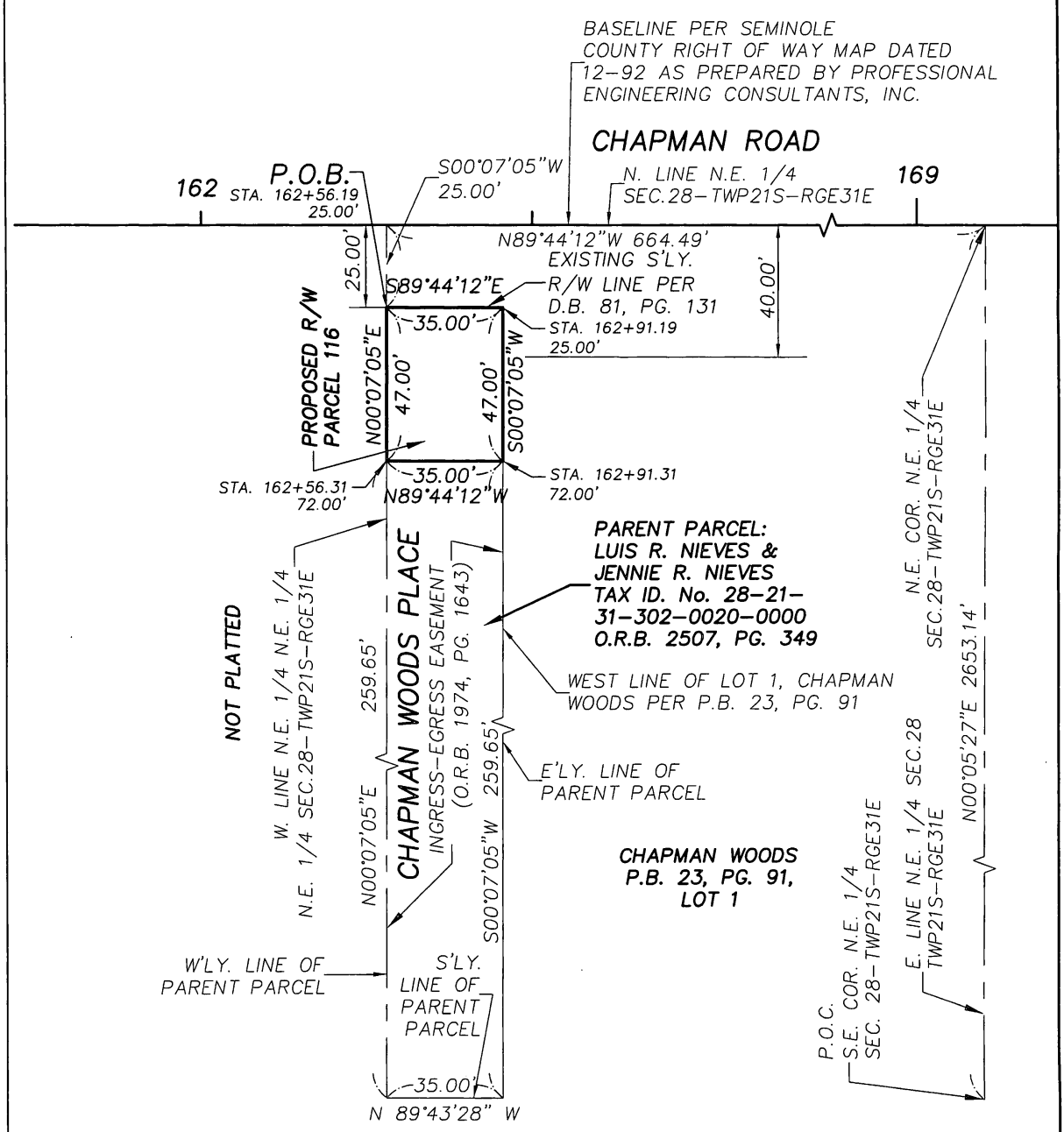
000030

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC. = SECTION
TWP = TOWNSHIP
RGE = RANGE
O.R.B. = OFFICIAL RECORDS BOOK
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY

N&D = NAIL & DISK
LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
PG. = PAGE
ID. = IDENTIFICATION
FND. = FOUND
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
RR = RAILROAD
D.B. = DEED BOOK
℄ = CENTERLINE
-√- = LINE BREAK

0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUIS R. NIEVES & JENNIE R. NIEVES
O.R.B. 2507, PG. 349
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 116.dw

EXHIBIT A

A PORTION OF PARENT PARCEL 117

000031

OWNER: LUIS R. NIEVES & JENNIE R. NIEVES

PARENT PARCEL TAX ID. No.: 28-21-31-501-0000-0010

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT 1, CHAPMAN WOODS, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2653.14 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 472.09 FEET; THENCE SOUTH 00°15'48" WEST A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE SOUTH 00°08'48" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°44'12" WEST A DISTANCE OF 138.57 FEET; THENCE SOUTH 00°15'48" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 18.69 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°07'05" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 32.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°44'12" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 157.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING.

CONTAINING 3370 SQUARE FEET OR 0.077 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 164+00 AND STATION 169+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398451, DATE OF SEARCH NOVEMBER 17, 2006.
TAKE SUBJECT TO EASEMENTS AS SHOWN ON:
- PLAT BOOK 23, PAGES 91, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LUIS R. NIEVES & JENNIE R. NIEVES
CHAPMAN WOODS
P.B. 23, PG. 91, LOT 1
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 117.dwg

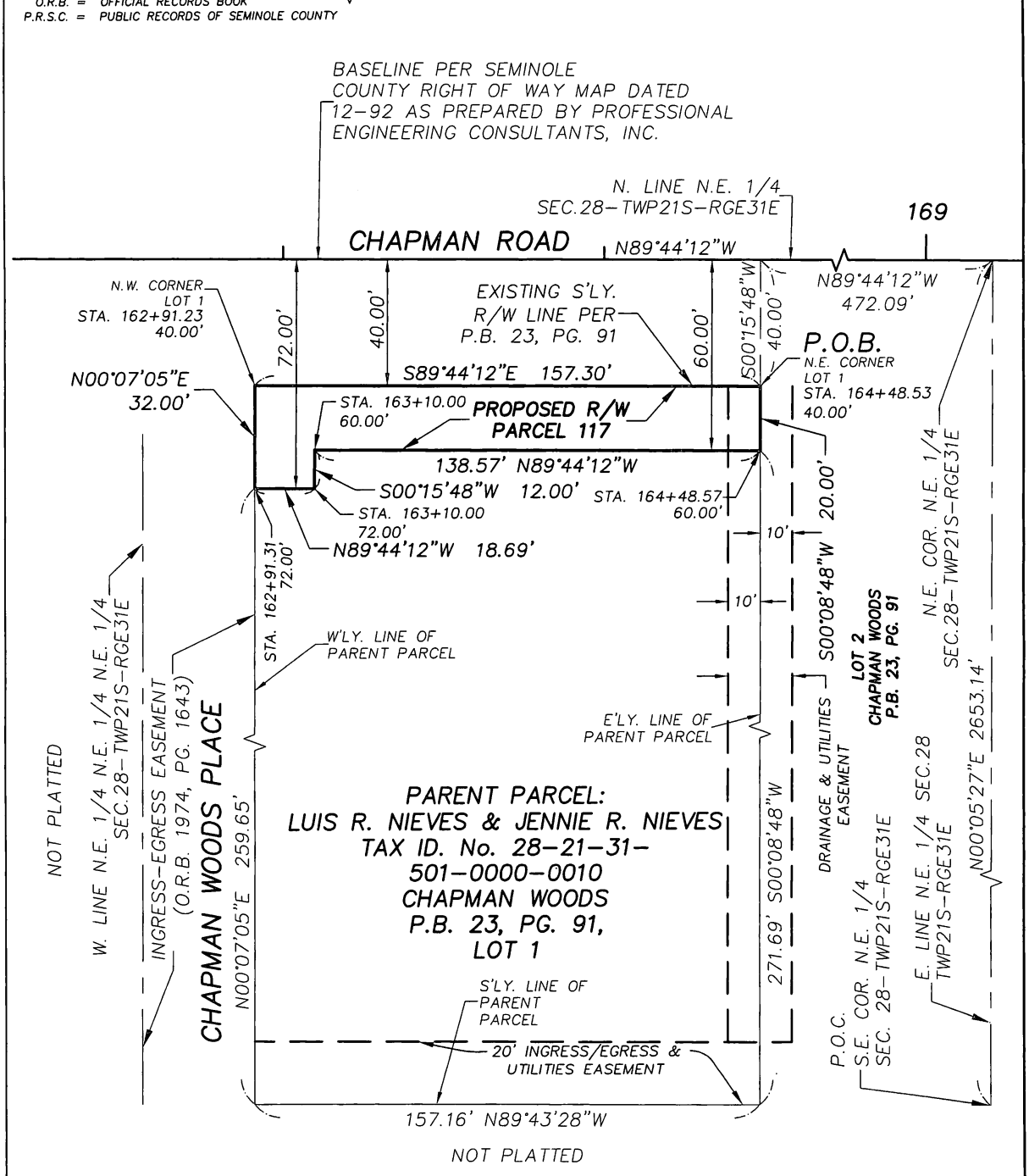
EXHIBIT A

000032

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC. = SECTION
TWP = TOWNSHIP
RGE = RANGE
O.R.B. = OFFICIAL RECORDS BOOK
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY
N&D = NAIL & DISK
LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
PG. = PAGE
ID. = IDENTIFICATION
FND. = FOUND
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
RR = RAILROAD
◉ = FOUND SURVEY CONTROL
℄ = CENTERLINE
⁄\⁄ = LINE BREAK

0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUIS R. NIEVES & JENNIE R. NIEVES
CHAPMAN WOODS
P.B. 23, PG. 91, LOT 1
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 117.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 118

000033

OWNER: RAUL R. RICO & SONIA P. RICO

PARENT PARCEL TAX ID. No.: 28-21-31-501-0000-0020

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT 2, CHAPMAN WOODS, IN SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 91, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2653.14 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 472.09 FEET; THENCE SOUTH 00°15'48" WEST, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING; THENCE SOUTH 89°44'12" EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 157.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00°07'41" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 157.41 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°08'48" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING.

CONTAINING 3148 SQUARE FEET OR 0.072 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 164+00 AND STATION 169+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398460, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO EASEMENTS AS SHOWN ON:
   - PLAT BOOK 23, PAGES 91, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE — DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)

CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
RAUL R. RICO & SONIA P. RICO
CHAPMAN WOODS
P.B. 23, PG. 91, LOT 2
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 118.dwg

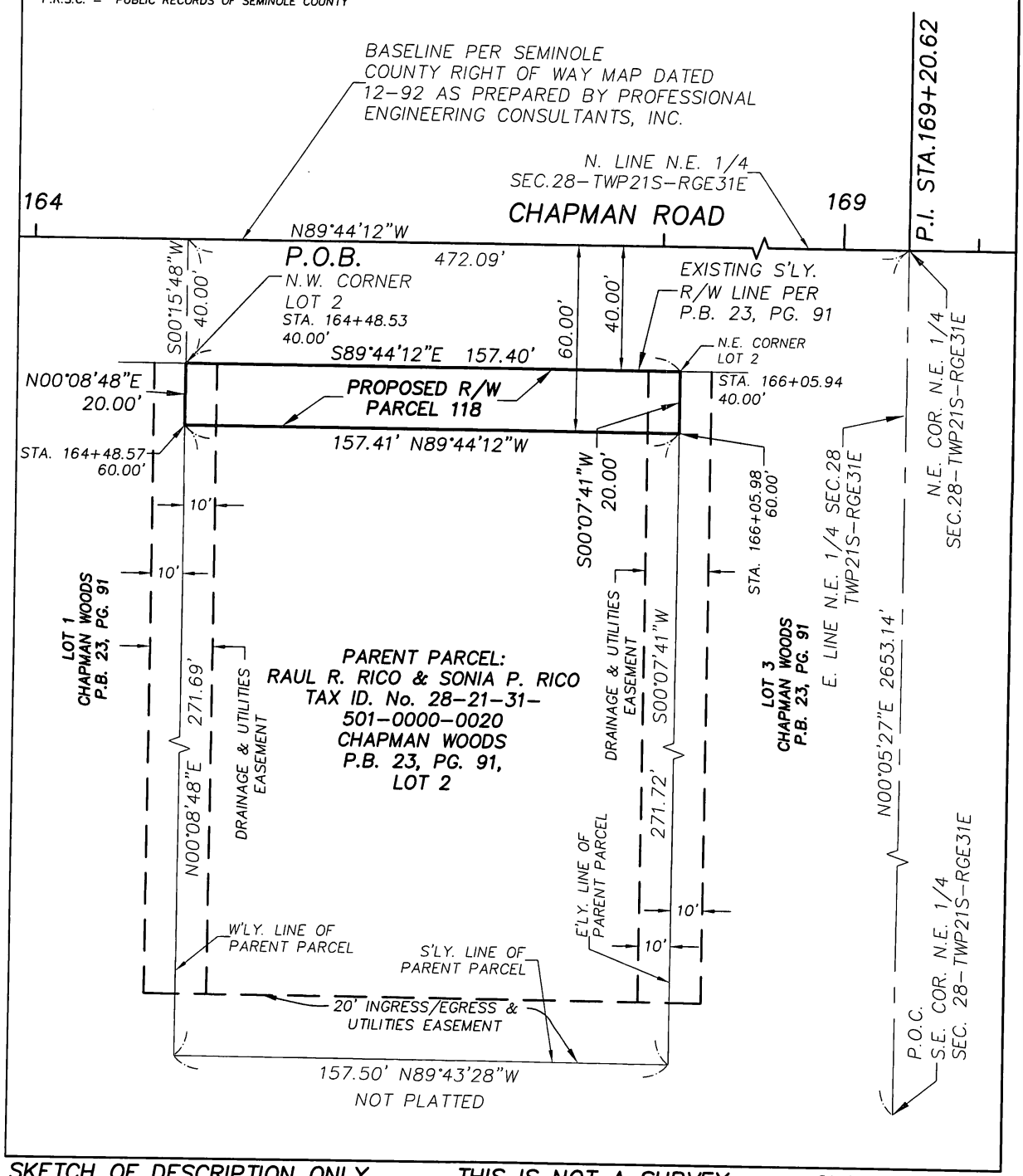
EXHIBIT A

000034

LEGEND & ABBREVIATIONS

R	= RADIUS	N&D	= NAIL & DISK
L	= ARC LENGTH	LB	= CERTIFICATE OF AUTHORIZATION
Δ	= DELTA (CENTRAL ANGLE)	P.B.	= PLAT BOOK
CD	= CHORD LENGTH	PG.	= PAGE
CB	= CHORD BEARING	ID.	= IDENTIFICATION
TB	= TANGENT BEARING	FND.	= FOUND
P.O.C.	= POINT OF COMMENCEMENT	P.C.	= POINT OF CURVATURE
P.O.B.	= POINT OF BEGINNING	P.T.	= POINT OF TANGENCY
R/W	= RIGHT OF WAY	RR	= RAILROAD
SEC.	= SECTION	⊙	= FOUND SURVEY CONTROL
TWP	= TOWNSHIP	℄	= CENTERLINE
RGE	= RANGE		= LINE BREAK
O.R.B.	= OFFICIAL RECORDS BOOK		
P.R.S.C.	= PUBLIC RECORDS OF SEMINOLE COUNTY		

0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
RAUL R. RICO & SONIA P. RICO
CHAPMAN WOODS
P.B. 23, PG. 91, LOT 2
LOCATED IN SECTION 28,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
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ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 118.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 121

000035

OWNER: NUTMEG FARMS, INC.

PARENT PARCEL TAX ID. No.: 21-21-31-300-010F-0000
& 21-21-31-300-010G-0000

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21, A DISTANCE OF 5309.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE NORTH 89°25'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 665.65 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE EAST LINE OF MAYFAIR OAKS, AS RECORDED IN PLAT BOOK 44, PAGES 12-13, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00°06'59" EAST ALONG SAID PROJECTED EAST LINE OF MAYFAIR OAKS, A DISTANCE OF 35.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHAPMAN ROAD, PER SAID PLAT BOOK 44, PAGES 12-13; THENCE SOUTH 89°25'35" EAST, A DISTANCE OF 665.62 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG SAID EAST LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 23297 SQUARE FEET OR 0.535 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 135+00 AND STATION 142+62.66, AS HAVING AN ASSUMED BEARING OF SOUTH 89°25'35" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398617, DATE OF SEARCH NOVEMBER 17, 2006.
TAKE SUBJECT TO:
- INGRESS / EGRESS AND PUBLIC UTILITIES EASEMENT, PER ORB. 1080, PG. 619, ORB, 1883, PG. 1640 & ORB. 1093, PG. 478, SEMINOLE COUNTY PUBLIC RECORDS,FLORIDA.
- EASEMENT FOR CANAL, PER ORB. 1883, PG. 1640, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 4 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 02/29/08

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 4

(SEE SHEETS 2 THRU 4 OF 4 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
NUTMEG FARMS, INC.
O.R.B. 1883, PG. 1640
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

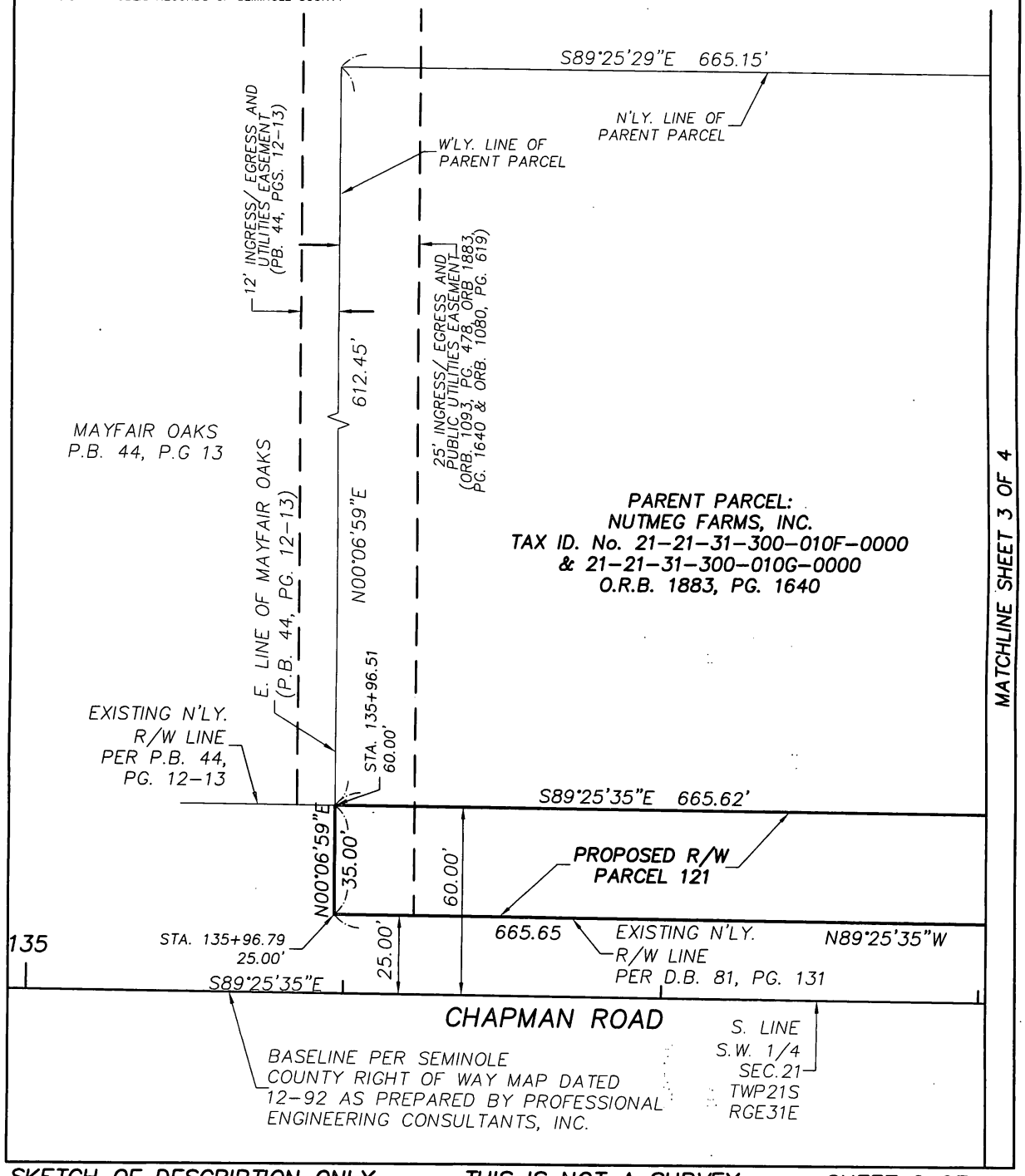
000036

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC. = SECTION
TWP = TOWNSHIP
RGE = RANGE
D.B. = DEED BOOK
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY

N&D = NAIL & DISK
LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
PG. = PAGE
ID. = IDENTIFICATION
FND. = FOUND
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
RR = RAILROAD
O.R.B. = OFFICIAL RECORDS BOOK
℄ = CENTERLINE
⌇ = LINE BREAK

0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 4

SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
NUTMEG FARMS, INC.
O.R.B. 1883, PG. 1640
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
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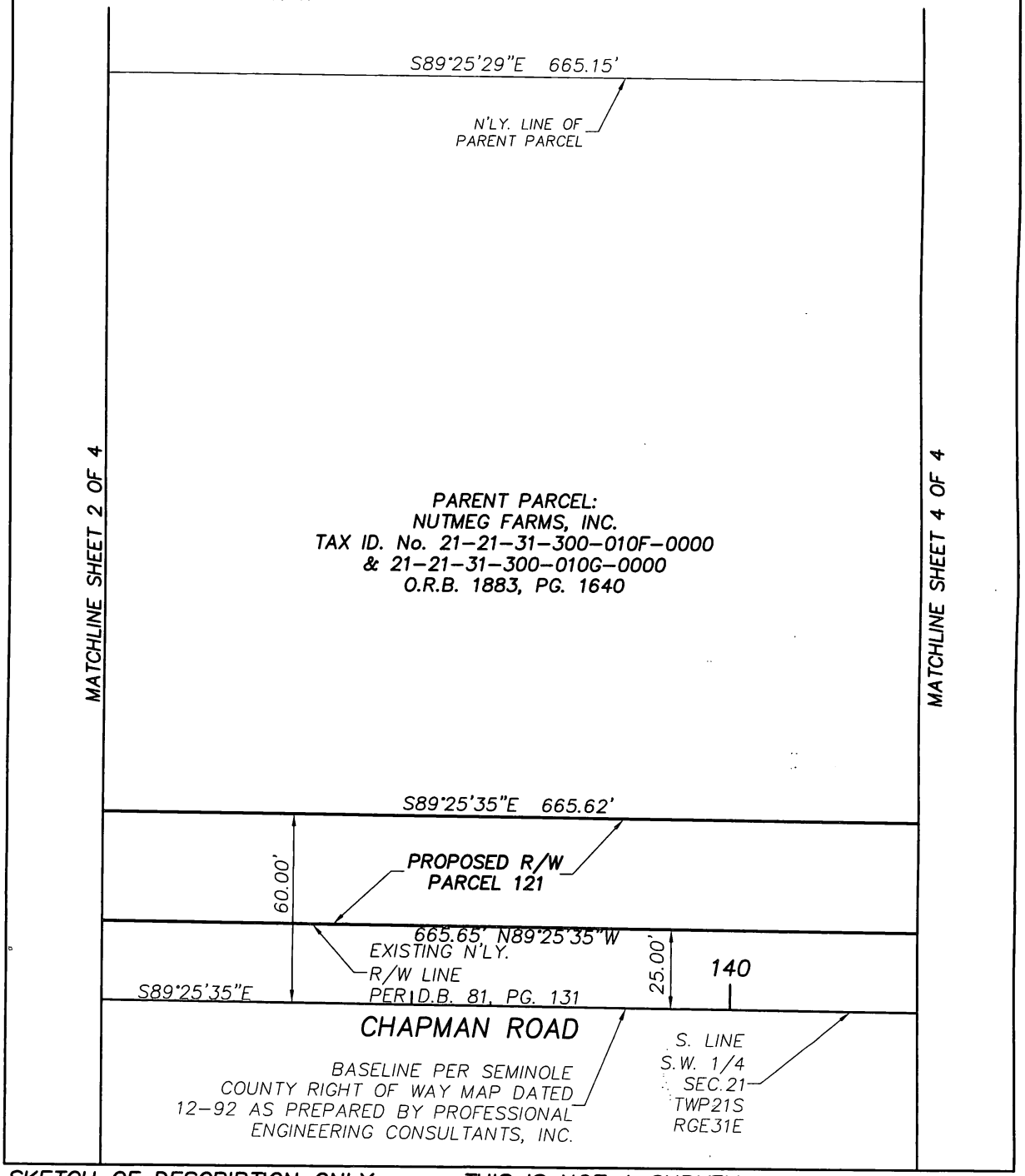
⁄\/\ = LINE BREAK

0' 20 40
1 INCH = 40 FEET

000037



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 3 OF 4

SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
NUTMEG FARMS, INC.
O.R.B. 1883, PG. 1640
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5100

EXHIBIT A

000038

LEGEND & ABBREVIATIONS

R = RADIUS
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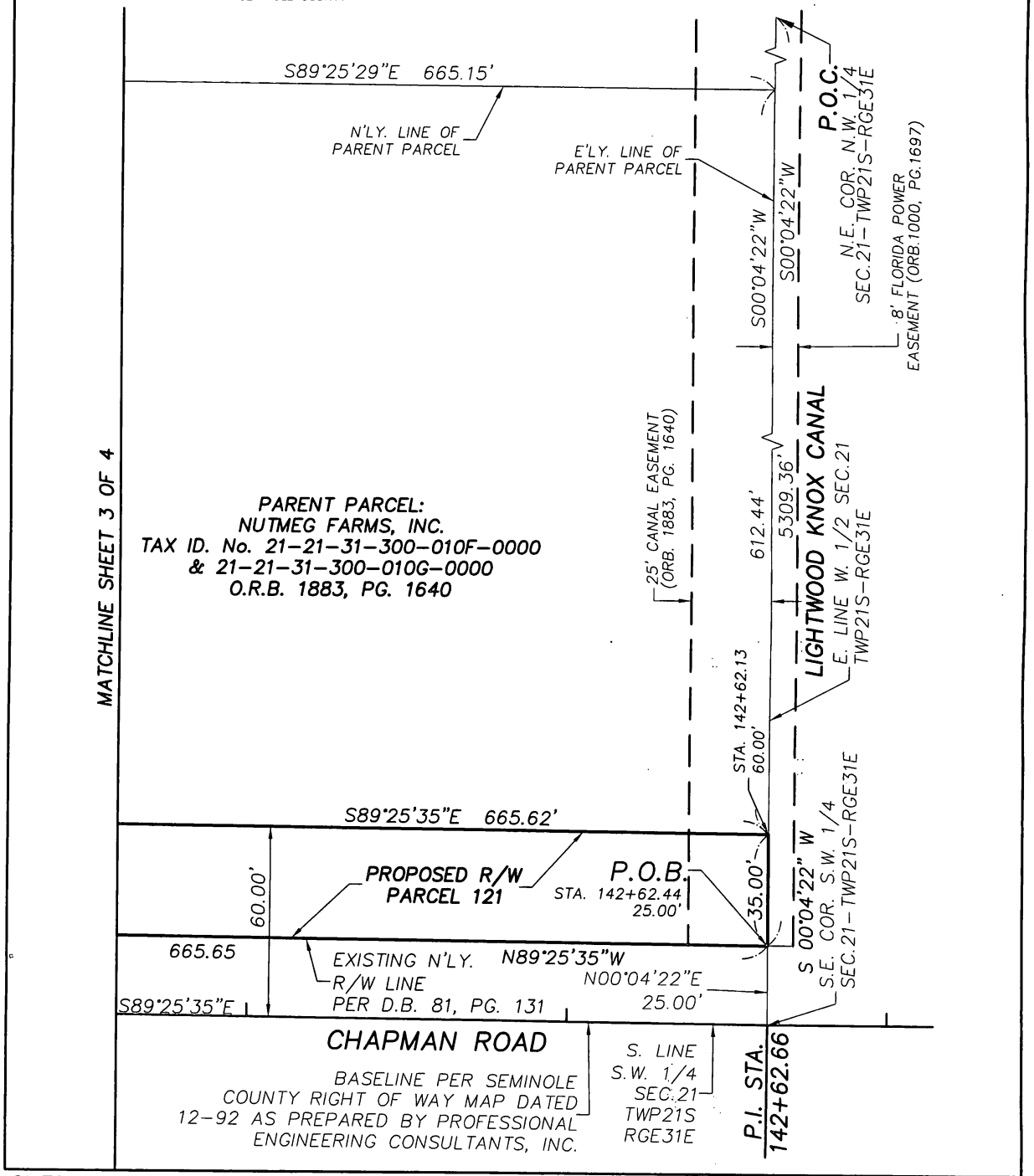

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 4 OF 4

(SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 4 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
NUTMEG FARMS, INC.
O.R.B. 1883, PG. 1640
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

A PORTION OF PARENT PARCEL 123

000039

OWNER: BONITA G. BRINKER

PARENT PARCEL TAX ID. NO.: 21-21-31-300-014A-0000

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 5309.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 137, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE NORTH 00°04'22" EAST ALONG SAID WEST LINE, A DISTANCE OF 35.00 FEET; THENCE SOUTH 89°44'12" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF LOT A OF HORSESHOE FARMS AS RECORDED IN PLAT BOOK 17, PAGES 77; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE AND A PROJECTION OF THE WEST LINE OF SAID LOT A, A DISTANCE OF 35.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21 AND THE POINT OF BEGINNING.

CONTAINING 1400 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 135+00 AND STATION 142+62.66, AS HAVING AN ASSUMED BEARING OF SOUTH 89°25'35" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398624, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO:
   - FLORIDA POWER CORP., DISTRIBUTION EASEMENT; PER ORB. 1000, PG. 1697

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 3 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE — DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 1 OF 3

(SEE SHEETS 2 OF 3 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
BONITA G. BRINKER
O.R.B. 1047, PG. 1013
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

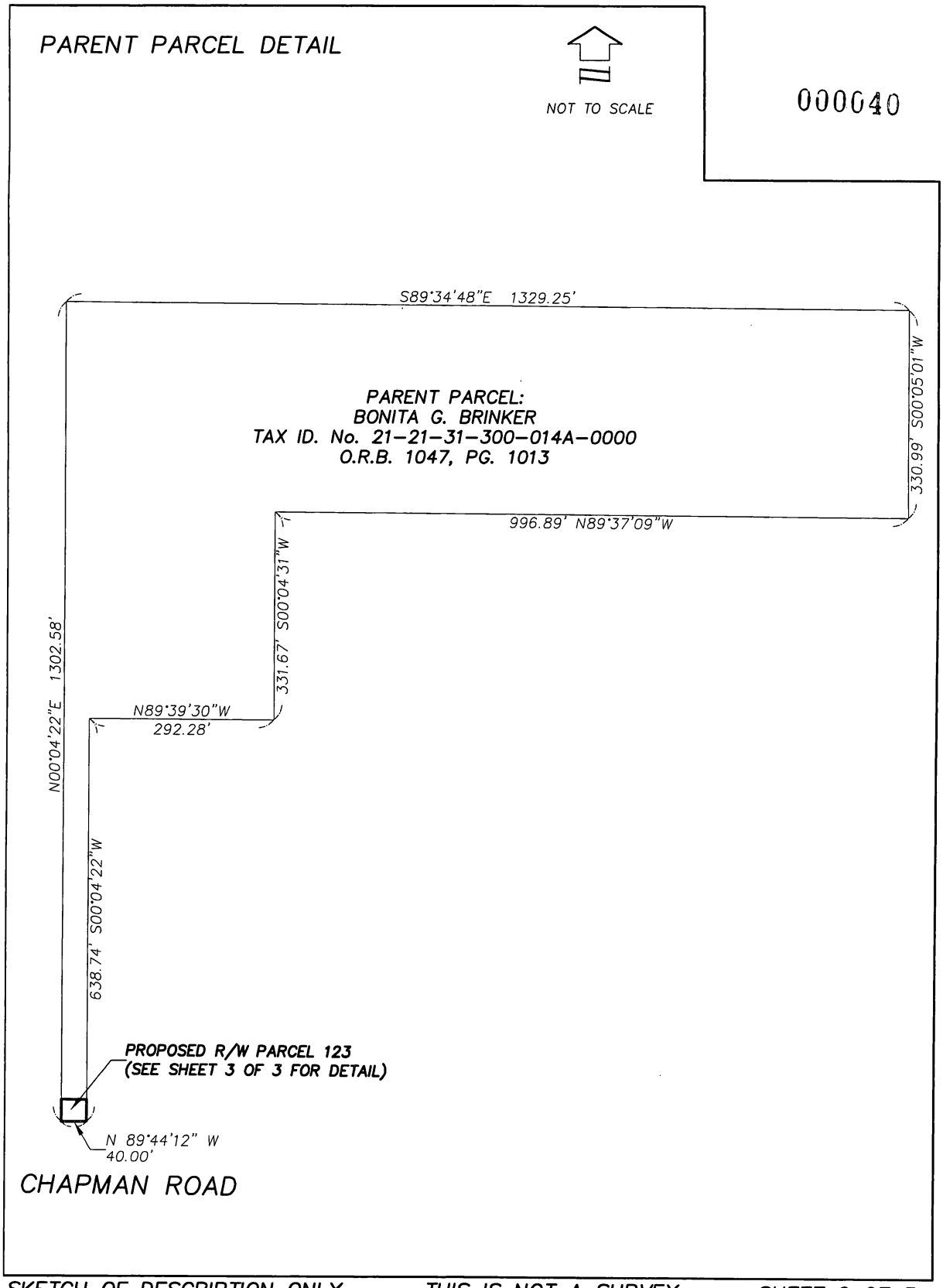
K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 123.dwg

EXHIBIT A

PARENT PARCEL DETAIL

NOT TO SCALE

000040



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 3

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
BONITA G. BRINKER
O.R.B. 1047, PG. 1013
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 123.dwg

EXHIBIT A

000041

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
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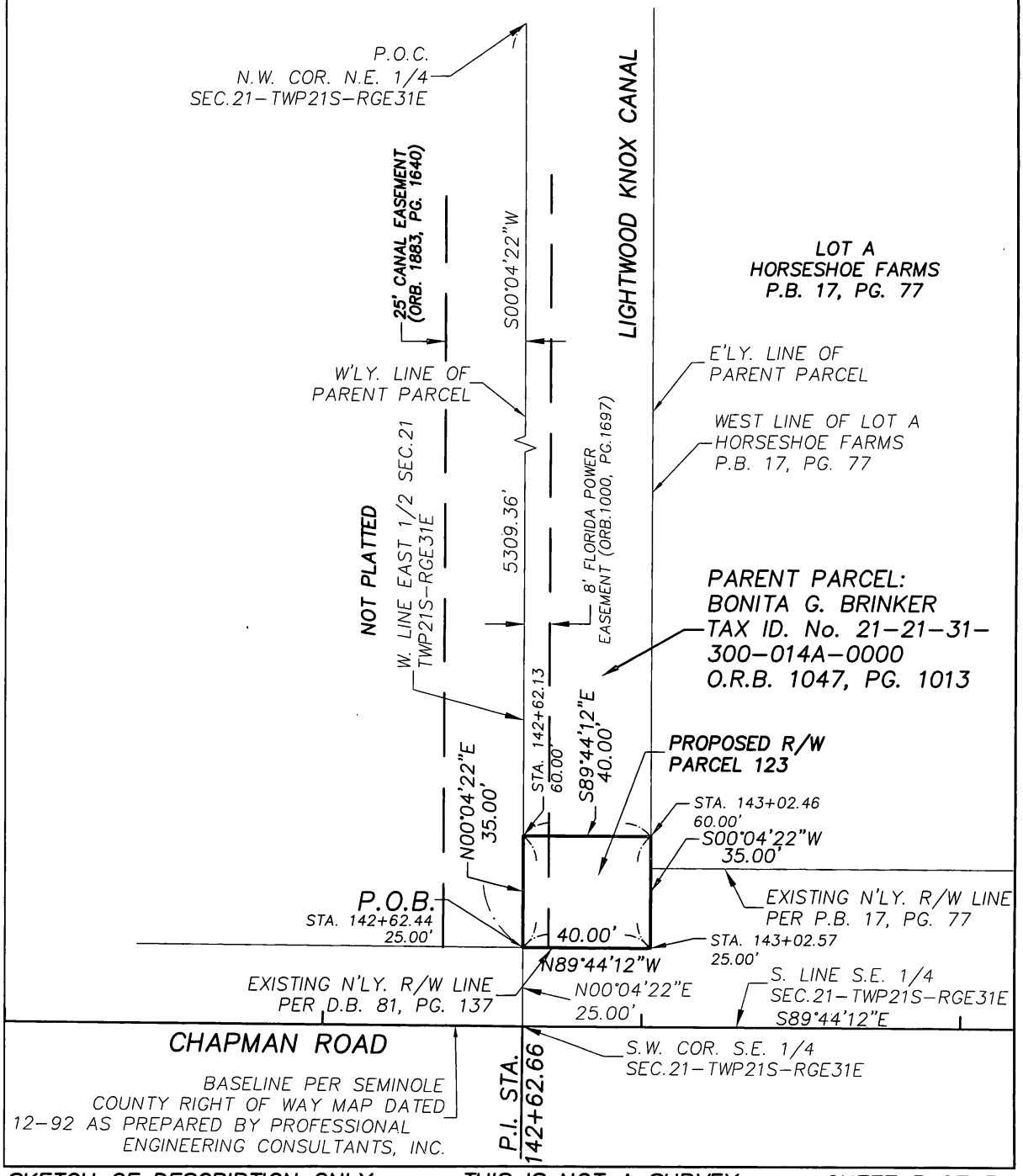

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 3 OF 3

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
BONITA G. BRINKER
O.R.B. 1047, PG. 1013
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 123.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 823DE

000042

OWNER: BONITA G. BRINKER

PARENT PARCEL TAX ID. NO.: 21-21-31-300-014A-0000

PROPOSED PERPETUAL DRAINAGE EASEMENT LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 5309.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 137, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°44'12" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST LINE OF LOT A OF HORSESHOE FARMS, AS RECORDED IN PLAT BOOK 17, PAGES 77; HAVING A BEARING OF SOUTH 00°04'22" WEST; THENCE RUN NORTH 00°04'22" EAST ALONG SAID PROJECTED WEST LINE OF LOT A, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21; THENCE NORTH 00°04'22" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°44'12" EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT A; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF SAID LOT A, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4000 SQUARE FEET OR 0.092 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 135+00 AND STATION 142+62.66, AS HAVING AN ASSUMED BEARING OF SOUTH 89°25'35" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398624, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO:
   - FLORIDA POWER CORP., DISTRIBUTION EASEMENT; PER ORB. 1000, PG. 1697

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENT, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 3 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 1 OF 3

(SEE SHEETS 2 OF 3 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
BONITA G. BRINKER
O.R.B. 1047, PG. 1013
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

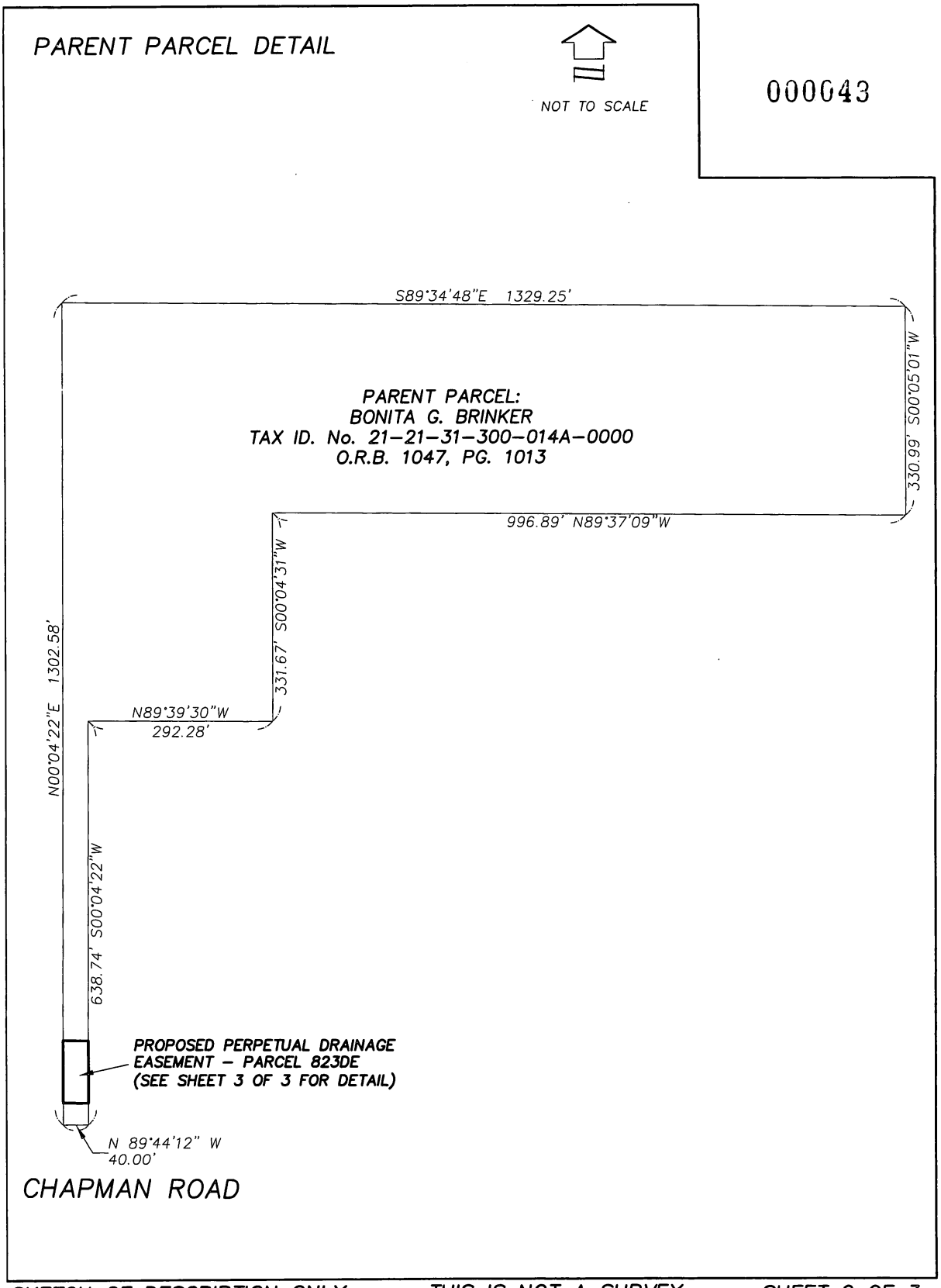
K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 823DE.dwg

EXHIBIT A

PARENT PARCEL DETAIL

NOT TO SCALE

000043



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 3

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
BONITA G. BRINKER
O.R.B. 1047, PG. 1013
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 823DE.dwg

EXHIBIT A

000044

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
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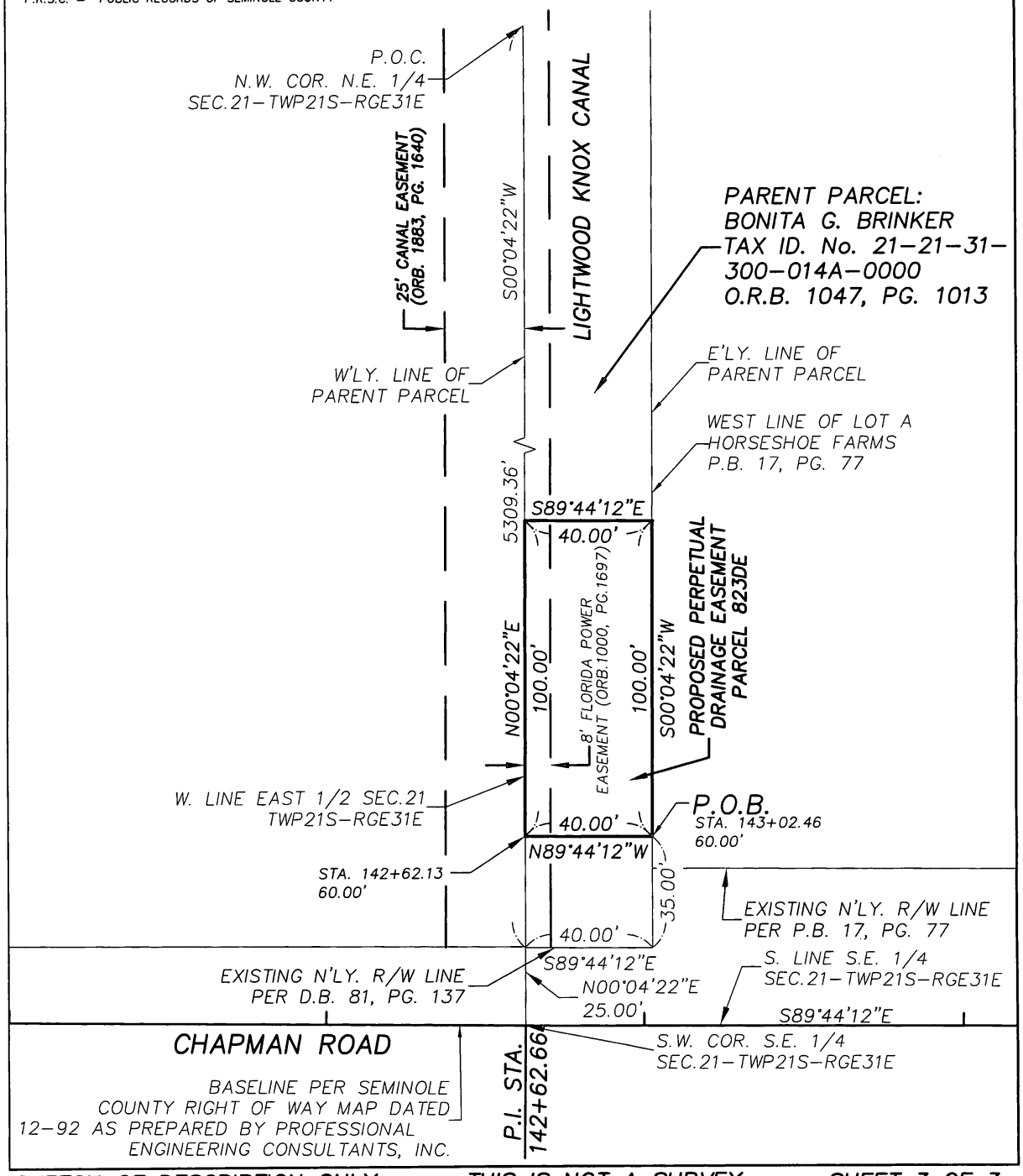

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 3 OF 3

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
BONITA G. BRINKER
O.R.B. 1047, PG. 1013
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

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(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 823DE.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 124

000045

OWNER: VERNIECE W. WALKER

PARENT PARCEL TAX ID. No.: 21-21-31-501-0000-00A0

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT A, HORSE SHOE FARMS, IN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 77, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°04'22" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID SECTION 21, A DISTANCE OF 5309.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 137, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°44'12" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID LOT A OF HORSESHOE FARMS, HAVING A BEARING OF SOUTH 00°04'22" WEST; THENCE RUN NORTH 00°04'22" EAST ALONG SAID PROJECTED WEST LINE OF LOT A, A DISTANCE OF 25.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT A, AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°04'22" EAST ALONG THE WEST LINE OF SAID LOT A, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°44'12" EAST, A DISTANCE OF 201.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT A; THENCE SOUTH 04°40'55" WEST ALONG THE EAST LINE OF SAID LOT A, A DISTANCE OF 10.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE NORTH 89°44'12" WEST ALONG THE SOUTH LINE OF SAID LOT A, A DISTANCE OF 200.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT A AND THE POINT OF BEGINNING.

CONTAINING 2006 SQUARE FEET OR 0.046 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 142+62.66 AND STATION 169+20.62, AS HAVING AN ASSUMED BEARING OF SOUTH 89°44'12" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1398696, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO EASEMENTS AS SHOWN ON:
   - PLAT BOOK 17, PAGE 77, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE — DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 1 OF 2

(SEE SHEETS 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
HORSESHOE FARMS
P.B. 17, PG. 77, LOT A
LOCATED IN SECTION 21,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 8[illegible]

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 124.dwg

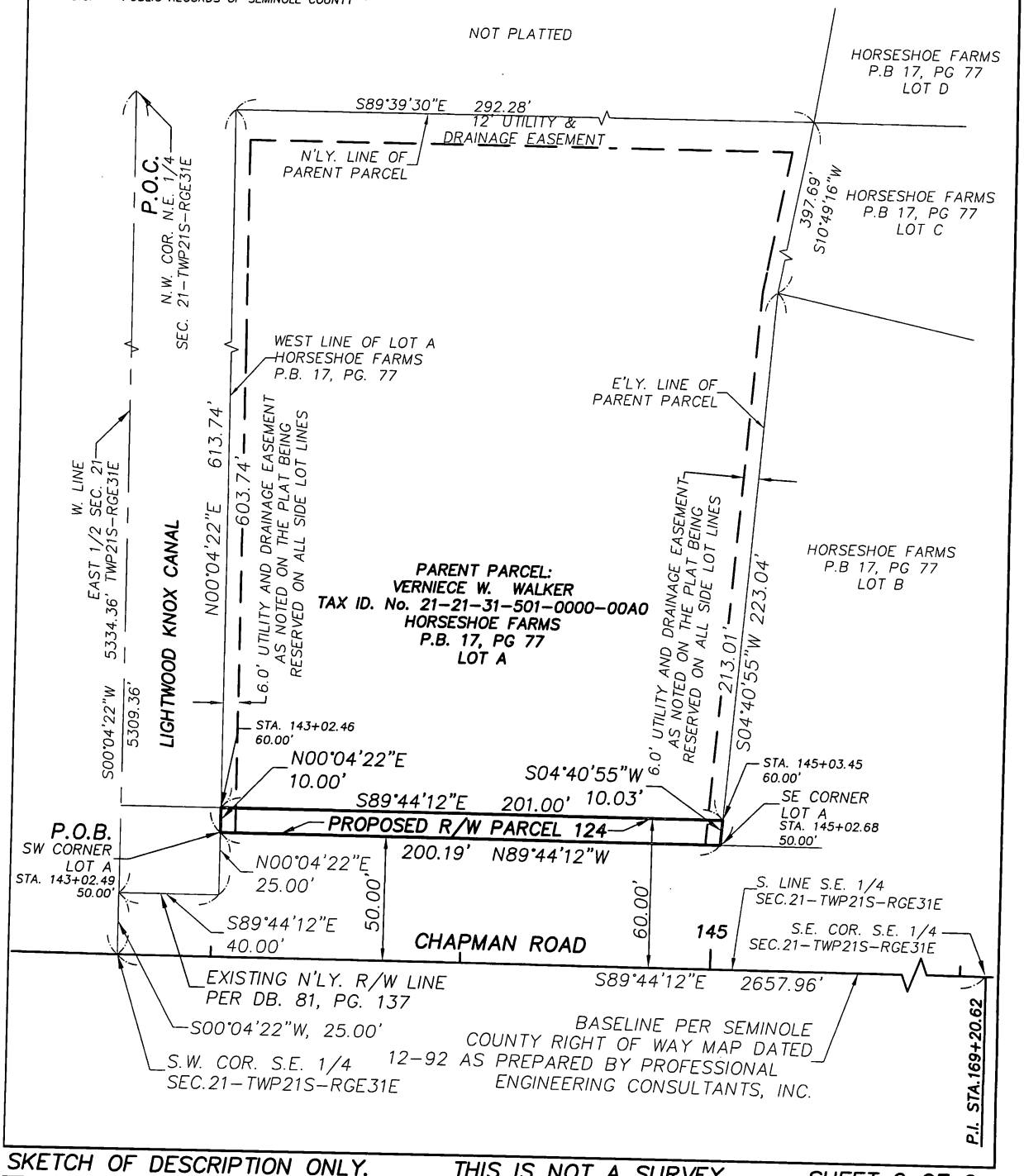
EXHIBIT A

000046

LEGEND & ABBREVIATIONS

R	= RADIUS	N&D	= NAIL & DISK
L	= ARC LENGTH	LB	= CERTIFICATE OF AUTHORIZATION
Δ	= DELTA (CENTRAL ANGLE)	P.B.	= PLAT BOOK
CD	= CHORD LENGTH	PG.	= PAGE
CB	= CHORD BEARING	ID.	= IDENTIFICATION
TB	= TANGENT BEARING	FND.	= FOUND
P.O.C.	= POINT OF COMMENCEMENT	P.C.	= POINT OF CURVATURE
P.O.B.	= POINT OF BEGINNING	P.O.C.	= POINT ON CURVE
R/W	= RIGHT OF WAY	P.T.	= POINT OF TANGENCY
SEC.	= SECTION	RR	= RAILROAD
TWP	= TOWNSHIP	⊙	= FOUND SURVEY CONTROL
RGE	= RANGE	℄	= CENTERLINE
D.B.	= DEED BOOK		= LINE BREAK
P.R.S.C.	= PUBLIC RECORDS OF SEMINOLE COUNTY		

0' 25 50
1 INCH = 50 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL: HORSESHOE FARMS P.B. 17, PG. 77, LOT A LOCATED IN SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 124.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 134

000047

OWNER: DONALD GALLAGHER TRUST

PARENT PARCEL TAX ID. No.: 27-21-31-507-0000-0060

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF LOT 6, CABELL ESTATES, IN SECTION 27, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 87, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00°05'27" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 2653.14 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°20'06" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 240.01 FEET; THENCE SOUTH 00°05'27" WEST, A DISTANCE OF 47.38 FEET TO AN INTERSECTION POINT OF THE WEST LINE OF SAID LOT 6 AND THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER OFFICIAL RECORDS BOOK 4009, PAGE 1428, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 89°20'06" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.78 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00°05'27" WEST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 9.77 FEET; THENCE SOUTH 89°42'37" WEST A DISTANCE OF 150.78 FEET TO A POINT ON THE WEST LINE OF SAID LOT 6; THENCE NORTH 00°05'27" EAST ALONG THE WEST LINE OF SAID LOT 6, A DISTANCE OF 12.28 FEET TO AN INTERSECTION POINT OF THE WEST LINE OF SAID LOT 6 AND SAID SOUTH RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 1662 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 169+20.62 AND STATION 173+00, AS HAVING AN ASSUMED BEARING OF SOUTH 89°20'06" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1399636, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO EASEMENTS AS SHOWN ON:
   - PLAT BOOK 21, PAGES 87, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
DONALD GALLAGHER TRUST
CABELL ESTATES
P.B. 21, PG. 87, LOT 6
LOCATED IN SECTION 27,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) [illegible]

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 134.dwg

EXHIBIT A

000048

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC. = SECTION
TWP = TOWNSHIP
RGE = RANGE
O.R.B. = OFFICIAL RECORDS BOOK
N&D = NAIL & DISK
LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
PG. = PAGE
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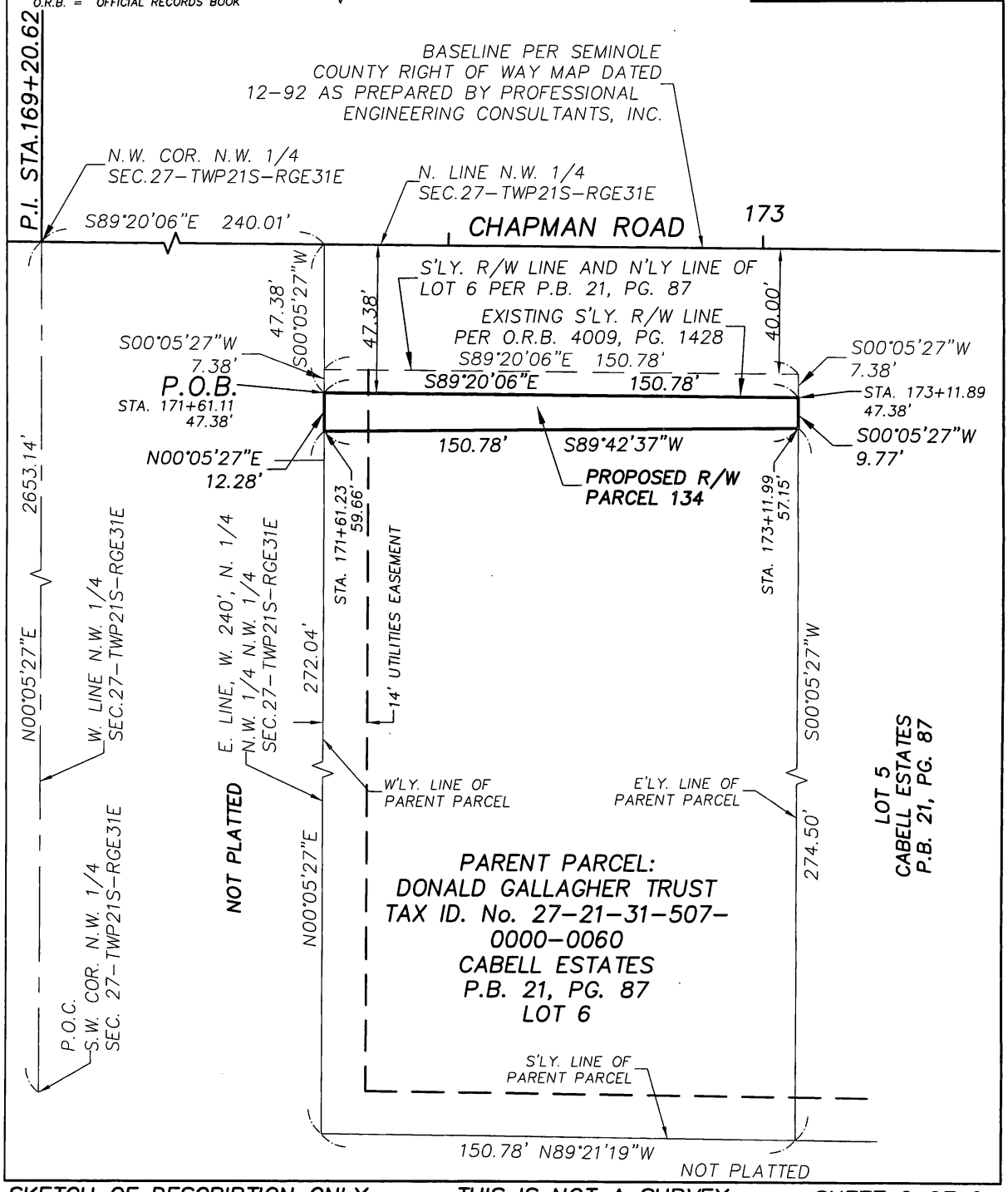
FND. = FOUND
P.C. = POINT OF CURVATURE
RR = RAILROAD
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY
◉ = FOUND SURVEY CONTROL
℄ = CENTERLINE
⌇ = LINE BREAK

0' 20 40
1 INCH = 40 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
DONALD GALLAGHER TRUST
CABELL ESTATES
P.B. 21, PG. 87, LOT 6
LOCATED IN SECTION 27,
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 134.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 145 & 145A

OWNER: LUTHERAN HAVEN

000049

PARENT PARCEL TAX ID. No.: 20-21-31-300-0110-0000

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION PARCEL 145A:

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°14'52" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 2630.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°25'35" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 306.11 FEET TO THE POINT OF BEGINNING AND A POINT ON A TANGENT CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 5669.58 FEET AND A CENTRAL ANGLE OF 03°39'25"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 361.87 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY, HAVING A RADIUS OF 11519.16 FEET AND A CENTRAL ANGLE OF 03°18'06"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 663.80 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°09'37" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 34.78 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°25'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1025.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 18874 SQUARE FEET OR 0.433 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 100+00 AND STATION 116+00, AS HAVING AN ASSUMED BEARING OF SOUTH 88°41'43" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL.)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1399784, DATE OF SEARCH NOVEMBER 17, 2006.

TAKE SUBJECT TO:
- EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES, ORB. 1929, PG. 1401, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
- EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES, ORB. 2292, PG. 0055, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
- FLORIDA POWER CORPORATION, DISTRIBUTION EASEMENT, ORB. 2260, PG. 0780, SEMINOLE COUNTY, FLORIDA.
- EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, ORB. 2260, PG. 0004, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
- RECIPROCAL EASEMENT AGREEMENT, ORB.1278, PG. 0454, SEMINOLE COUNTY, PUBLIC RECORDS, FLORIDA.
- FLORIDA POWER CORPORATION, DISTRIBUTION EASEMENT, ORB. 659, PG. 307, SEMINOLE COUNTY, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 6 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

6. BASELINE OF SURVEY DOES NOT LIE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20-21-31.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07

WILLIAM P. HINKLE — DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 1 OF 6

(SEE SHEET 3 THRU 6 OF 6 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
LOCATED IN SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 145.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 145 & 145A

OWNER: LUTHERAN HAVEN

000050

PARENT PARCEL TAX ID. No.: 20-21-31-300-0110-0000

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION PARCEL 145:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE SOUTH 00°14'52" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 2630.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 136, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE NORTH 88°43'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 648.39 FEET TO THE EASTERLY LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 00°49'01" EAST ALONG THE EASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 59.79 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 5789.58 FEET AND A CENTRAL ANGLE OF 02°42'23"; THENCE FROM A TANGENT BEARING OF SOUTH 85°13'23" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 273.46 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 5669.58 FEET AND A CENTRAL ANGLE OF 03°39'50"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 362.55 FEET; THENCE NORTH 48°29'13" EAST, A DISTANCE OF 24.16 FEET; THENCE SOUTH 86°30'23" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 41°30'51" EAST, A DISTANCE OF 17.13 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 5664.58 FEET AND A CENTRAL ANGLE OF 00°05'41"; THENCE FROM A TANGENT BEARING OF SOUTH 86°46'46" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 9.36 FEET; THENCE SOUTH 03°07'33" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 5669.58 FEET AND A CENTRAL ANGLE OF 02°33'08"; THENCE FROM A TANGENT BEARING OF SOUTH 86°52'27" EAST, RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 252.56 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°25'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 306.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 22754 SQUARE FEET OR 0.522 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 100+00 AND STATION 116+00, AS HAVING AN ASSUMED BEARING OF SOUTH 88°41'43" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL.)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1399784, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO:
   - EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES, ORB. 1929, PG. 1401, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES, ORB. 2292, PG. 0055, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - FLORIDA POWER CORPORATION, DISTRIBUTION EASEMENT, ORB. 2260, PG. 0780, SEMINOLE COUNTY, FLORIDA.
   - EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, ORB. 2260, PG. 0004, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - RECIPROCAL EASEMENT AGREEMENT, ORB.1278, PG. 0454, SEMINOLE COUNTY, PUBLIC RECORDS, FLORIDA.
   - FLORIDA POWER CORPORATION, DISTRIBUTION EASEMENT, ORB. 659, PG. 307, SEMINOLE COUNTY, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 6 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

6. BASELINE OF SURVEY DOES NOT LIE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20-21-31.

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

(SEE SHEET 3 THRU 6 OF 6 FOR SKETCH OF DESCRIPTION)

CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
LOCATED IN SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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ORLANDO, FLORIDA 32801

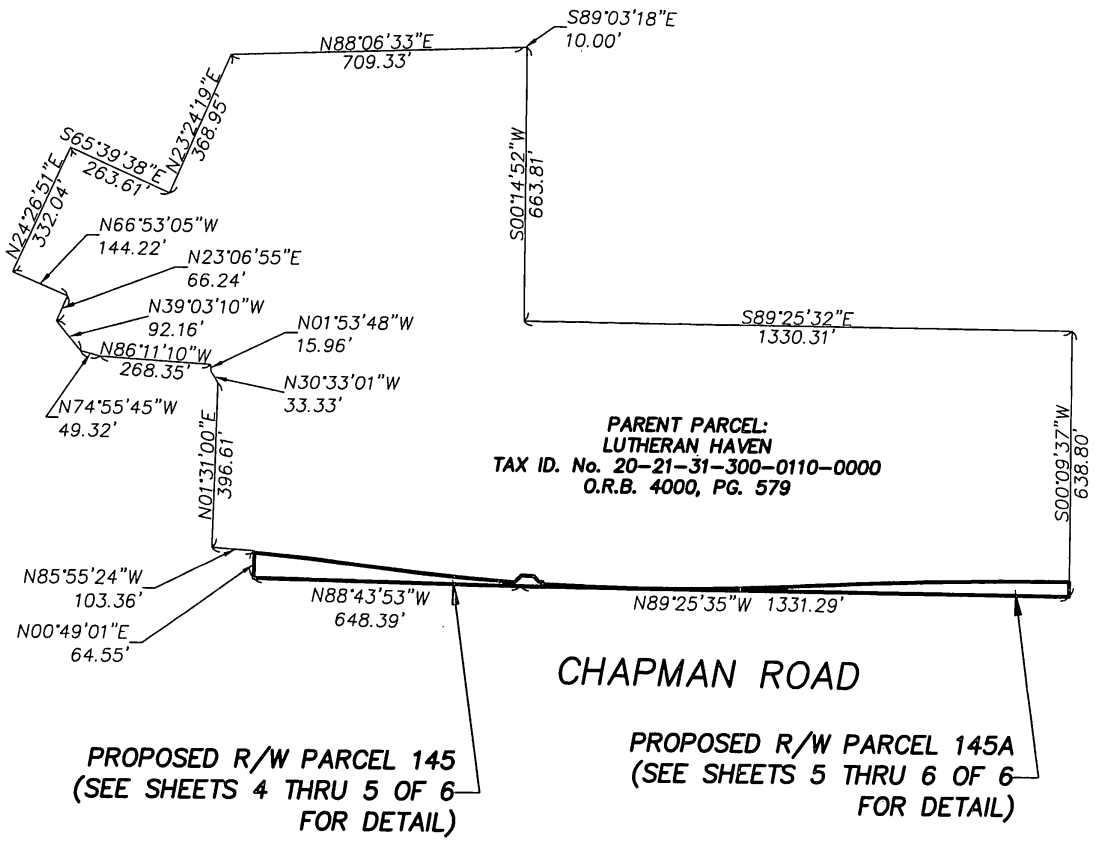
K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 145.dwg

EXHIBIT A

PARENT PARCEL DETAIL

NOT TO SCALE

000051



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 3 OF 6

SEE SHEET 1 & 2 OF 6 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
LOCATED IN SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 AND 2 OF 6 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

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ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 145.dwg

EXHIBIT A

000652

LEGEND & ABBREVIATIONS

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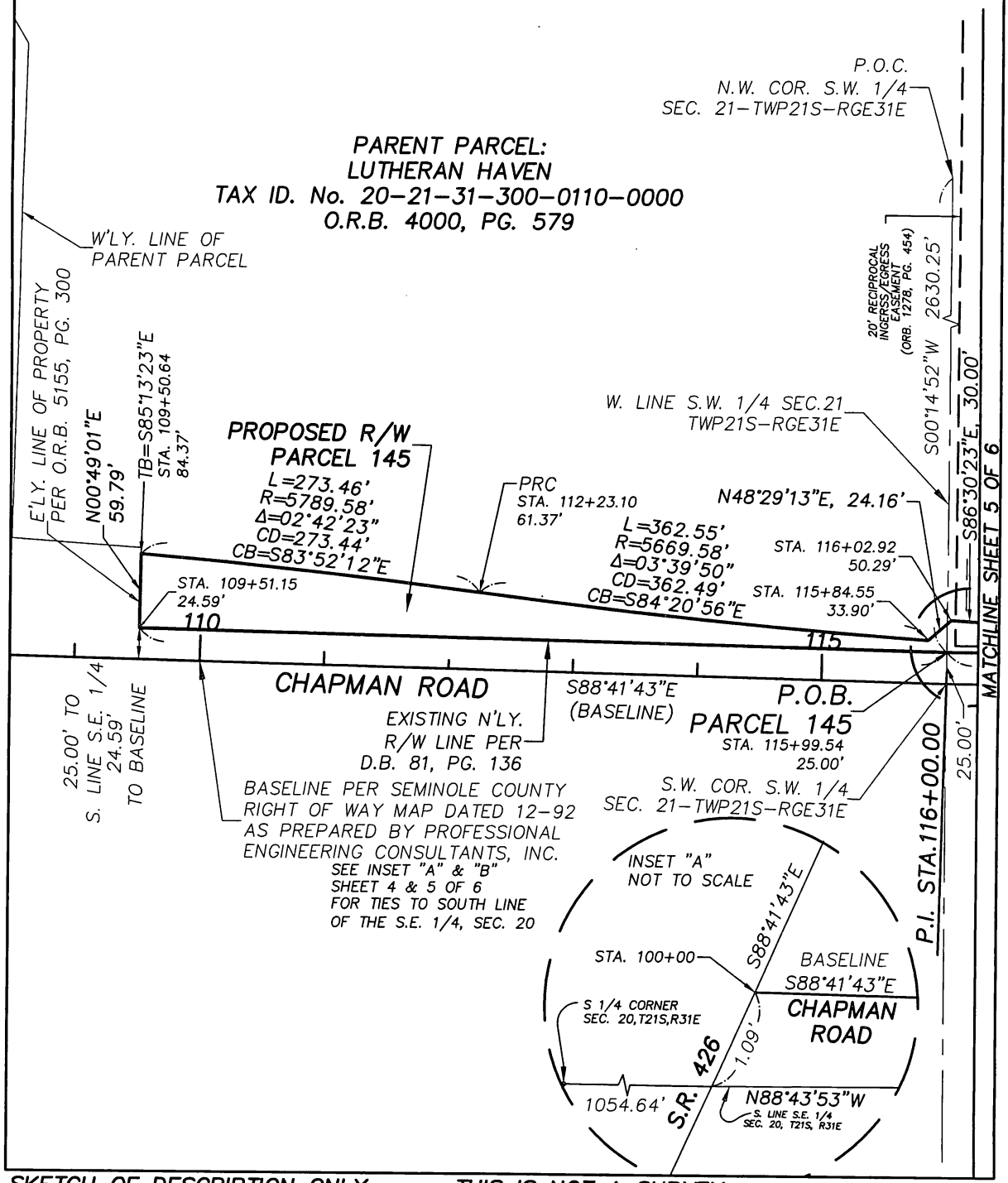
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY
◉ = FOUND SURVEY CONTROL
℄ = CENTERLINE
-√- = LINE BREAK
D.B. = DEED BOOK

0' 50 100
1 INCH = 100 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 4 OF 6

(SEE SHEET 1 AND 2 OF 6 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 & 2 OF 6 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
LOCATED IN SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

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K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 145.dwg

EXHIBIT A

000053

LEGEND & ABBREVIATIONS

R = RADIUS		N&D = NAIL & DISK	
L = ARC LENGTH		LB = CERTIFICATE OF AUTHORIZATION	
Δ = DELTA (CENTRAL ANGLE)		P.B. = PLAT BOOK	
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P.O.B. = POINT OF BEGINNING		P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY	
R/W = RIGHT OF WAY		◉ = FOUND SURVEY CONTROL	
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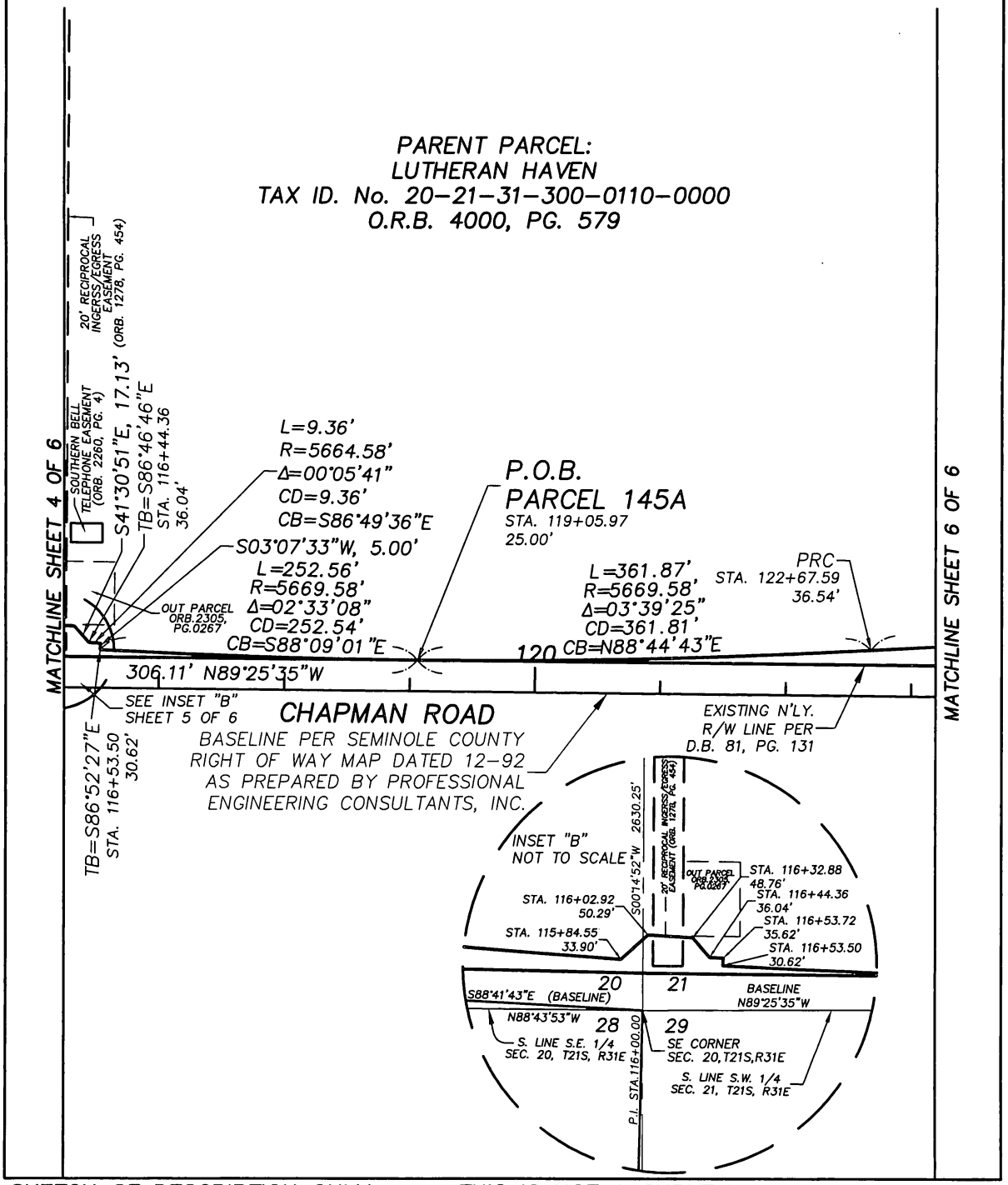
RGE = RANGE		D.B. = DEED BOOK	
O.R.B. = OFFICIAL RECORDS BOOK			

0' 50 100
1 INCH = 100 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 5 OF 6

SEE SHEET 1 & 2 OF 6 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
LOCATED IN SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 AND 2 OF 6 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 145.dwg

EXHIBIT A

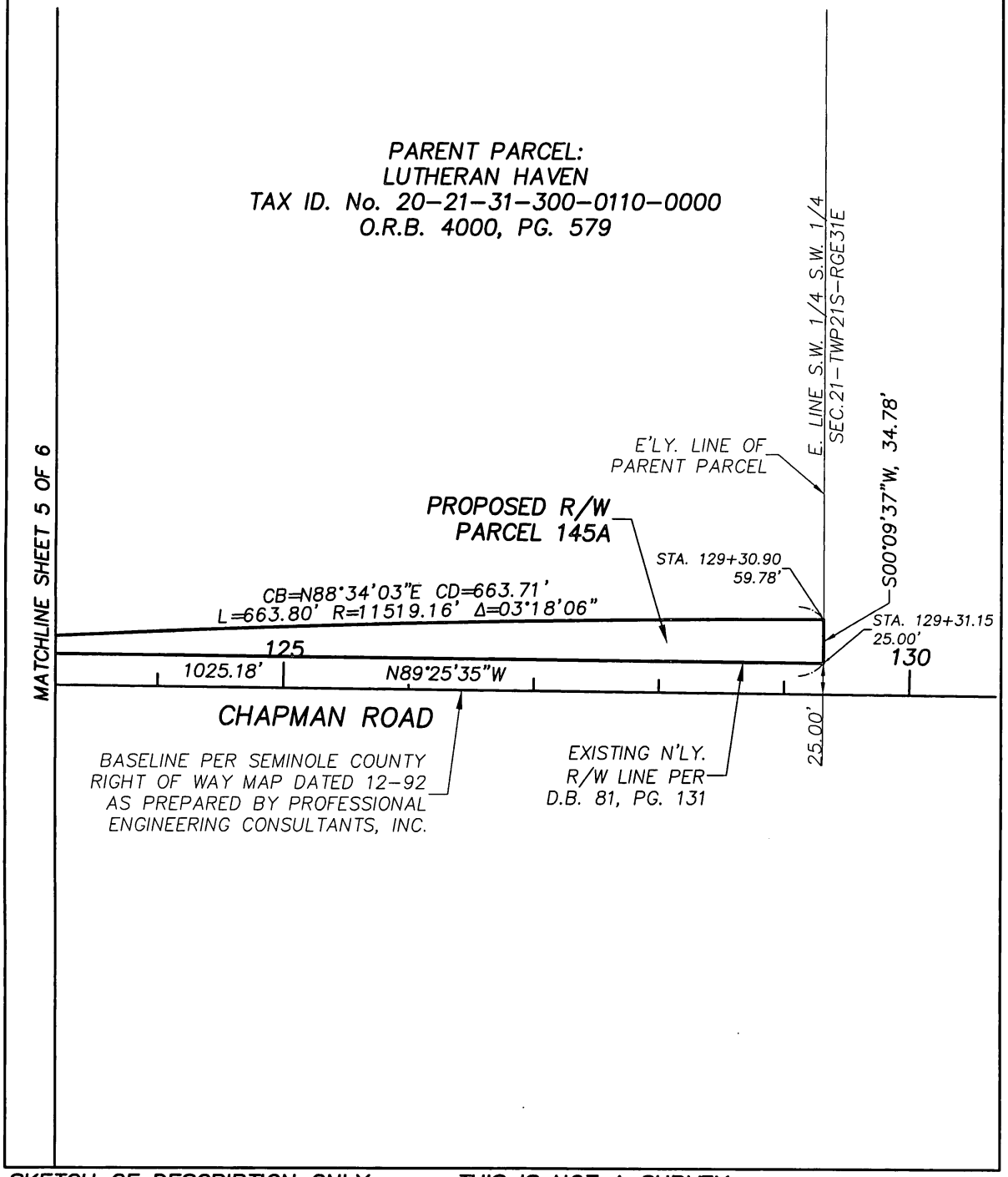
LEGEND & ABBREVIATIONS

R =	RADIUS	N&D =	NAIL & DISK
L =	ARC LENGTH	LB =	CERTIFICATE OF AUTHORIZATION
Δ =	DELTA (CENTRAL ANGLE)	P.B. =	PLAT BOOK
CD =	CHORD LENGTH	PG. =	PAGE
CB =	CHORD BEARING	ID. =	IDENTIFICATION
TB =	TANGENT BEARING	FND. =	FOUND
P.O.C. =	POINT OF COMMENCEMENT	RR =	RAILROAD
P.O.B. =	POINT OF BEGINNING	P.R.S.C. =	PUBLIC RECORDS OF SEMINOLE COUNTY
R/W =	RIGHT OF WAY	◉ =	FOUND SURVEY CONTROL
SEC. =	SECTION	℄ =	CENTERLINE
TWP =	TOWNSHIP	⌇ =	LINE BREAK
RGE =	RANGE	D.B. =	DEED BOOK
O.R.B. =	OFFICIAL RECORDS BOOK		

0' 50 100

1 INCH = 100 FEET

000054



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 6 OF 6

SEE SHEET 1 & 2 OF 6 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
LOCATED IN SECTIONS 20 & 21
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 AND 2 OF 6 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 145.dwg

EXHIBIT A

PROPOSED TEMPORARY CONSTRUCTION EASEMENT PARCEL 745

000055

OWNER: LUTHERAN HAVEN

PARENT PARCEL TAX ID. No.: 20-21-31-300-0110-0000

PARCEL 745 LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 00°14'52" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2630.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 136, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 88°43'53" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 648.39 FEET TO THE EASTERLY LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE, ALONG THE EASTERLY LINE OF SAID PROPERTY, RUN NORTH 00°49'01" EAST, A DISTANCE OF 64.55 FEET; THENCE NORTH 85°55'24" WEST, A DISTANCE OF 4.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 85°55'24" WEST, A DISTANCE OF 98.78 FEET; THENCE NORTH 01°31'00" EAST, A DISTANCE OF 5.59 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5799.58 FEET AND A CENTRAL ANGLE OF 00°58'44"; THENCE FROM A TANGENT BEARING OF SOUTH 86°15'02" EAST, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 99.09 FEET; THENCE SOUTH 04°43'42" WEST, A DISTANCE OF 5.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 552 SQUARE FEET OR 0.013 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AS HAVING AN ASSUMED BEARING OF SOUTH 00°14'52" WEST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL.)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1399784, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO:
   - EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES, ORB. 1929, PG. 1401, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES, ORB. 2292, PG. 0055, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - FLORIDA POWER CORPORATION, DISTRIBUTION EASEMENT, ORB. 2260, PG. 0780, SEMINOLE COUNTY, FLORIDA.
   - EASEMENT IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, ORB. 2260, PG. 0004, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.
   - RECIPROCAL EASEMENT AGREEMENT, ORB.1278, PG. 0454, SEMINOLE COUNTY, PUBLIC RECORDS, FLORIDA.
   - FLORIDA POWER CORPORATION, DISTRIBUTION EASEMENT, ORB. 659, PG. 307, SEMINOLE COUNTY, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 2 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

6. BASELINE OF SURVEY DOES NOT LIE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20-21-31.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 10/24/07

WILLIAM P. HINKLE — DATE

PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SHEET 1 OF 2

(SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN
LOCATED IN SECTION 20
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\TCE_PARCEL 745.dwg

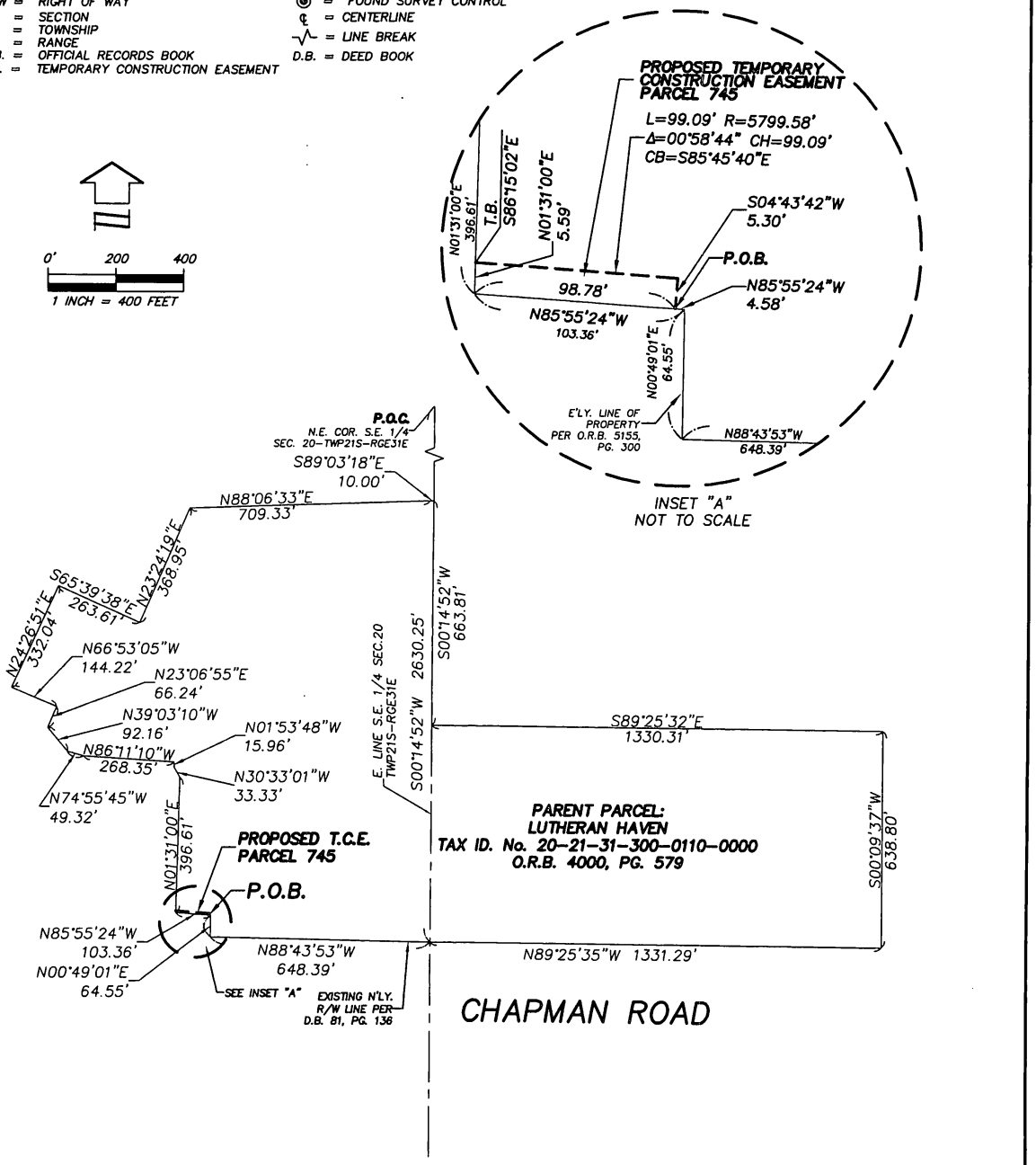
EXHIBIT A

PARENT PARCEL DETAIL

000056

LEGEND & ABBREVIATIONS

R	= RADIUS	N&D	= NAIL & DISK
L	= ARC LENGTH	LB	= CERTIFICATE OF AUTHORIZATION
Δ	= DELTA (CENTRAL ANGLE)	P.B.	= PLAT BOOK
CD	= CHORD LENGTH	PG.	= PAGE
CB	= CHORD BEARING	ID.	= IDENTIFICATION
TB	= TANGENT BEARING	FND.	= FOUND
P.O.C.	= POINT OF COMMENCEMENT	RR	= RAILROAD
P.O.B.	= POINT OF BEGINNING	P.R.S.C.	= PUBLIC RECORDS OF SEMINOLE COUNTY
R/W	= RIGHT OF WAY	◎	= FOUND SURVEY CONTROL
SEC.	= SECTION	℄	= CENTERLINE
TWP	= TOWNSHIP	-\/\-	= LINE BREAK
RGE	= RANGE	D.B.	= DEED BOOK
O.R.B.	= OFFICIAL RECORDS BOOK		
T.C.E.	= TEMPORARY CONSTRUCTION EASEMENT		



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL: LUTHERAN HAVEN LOCATED IN SECTION 20 TOWNSHIP 21 SOUTH, RANGE 31 EAST SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
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520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\TCE_PARCEL 745.dwg

EXHIBIT A

A PORTION OF PARENT PARCEL 146

OWNER: LUTHERAN HAVEN NURSING AND ASSISTED LIVING FACILITY, LLC
PARENT PARCEL TAX ID. No.: 20-21-31-300-011B-0000
20-21-31-5CB-0000-00G1

000057

PROPOSED RIGHT OF WAY LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 00°14'52" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2655.25 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 88°43'53" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 648.84 FEET; THENCE NORTH 01°16'07" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING AND A POINT OF INTERSECTION BETWEEN THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 136, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE EASTERLY LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 88°43'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 351.21 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER OFFICIAL RECORDS BOOK 2064, PAGE 186, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 00°14'07" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET; THENCE NORTH 88°43'53" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER OFFICIAL RECORDS BOOK 2064, PAGE 186, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, A DISTANCE OF 231.56 FEET TO A POINT ON THE WEST LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 02°00'30" EAST ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 45.78 FEET TO A POINT 95.00 FEET, WHEN MEASURE PERPENDICULAR, FROM THE BASELINE OF SURVEY OF CHAPMAN ROAD, PER THE SEMINOLE COUNTY, FLORIDA, RIGHT-OF-WAY MAP FOR CHAPMAN ROAD, DATED JULY, 1992 ; THENCE SOUTH 88°41'43" EAST PARALLEL TO SAID BASELINE OF SURVEY, A DISTANCE OF 231.53 FEET TO A POINT ON A TANGENT CURVE CONCAVED SOUTHWESTERLY, HAVING A RADIUS OF 5789.58 FEET AND A CENTRAL ANGLE OF 03°28'20"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 350.85 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°49'01" WEST ALONG THE EASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 59.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 34104 SQUARE FEET OR 0.783 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 100+00 AND STATION 116+00, AS HAVING AN ASSUMED BEARING OF SOUTH 88°41'43" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1399784, DATE OF SEARCH NOVEMBER 17, 2006.
   TAKE SUBJECT TO:
   - EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES, ORB. 1929, PG. 1401, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 3 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

6. BASELINE OF SURVEY DOES NOT LIE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20-21-31.

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 06/21/07
WILLIAM P. HINKLE DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 3

(SEE SHEET 2 AND 3 OF 3 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN NURSING AND ASSISTED LIVING FACILITY, LLC
O.R.B. 5155, PG. 300
LOCATED IN SECTION 20
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 146.dwg

EXHIBIT A

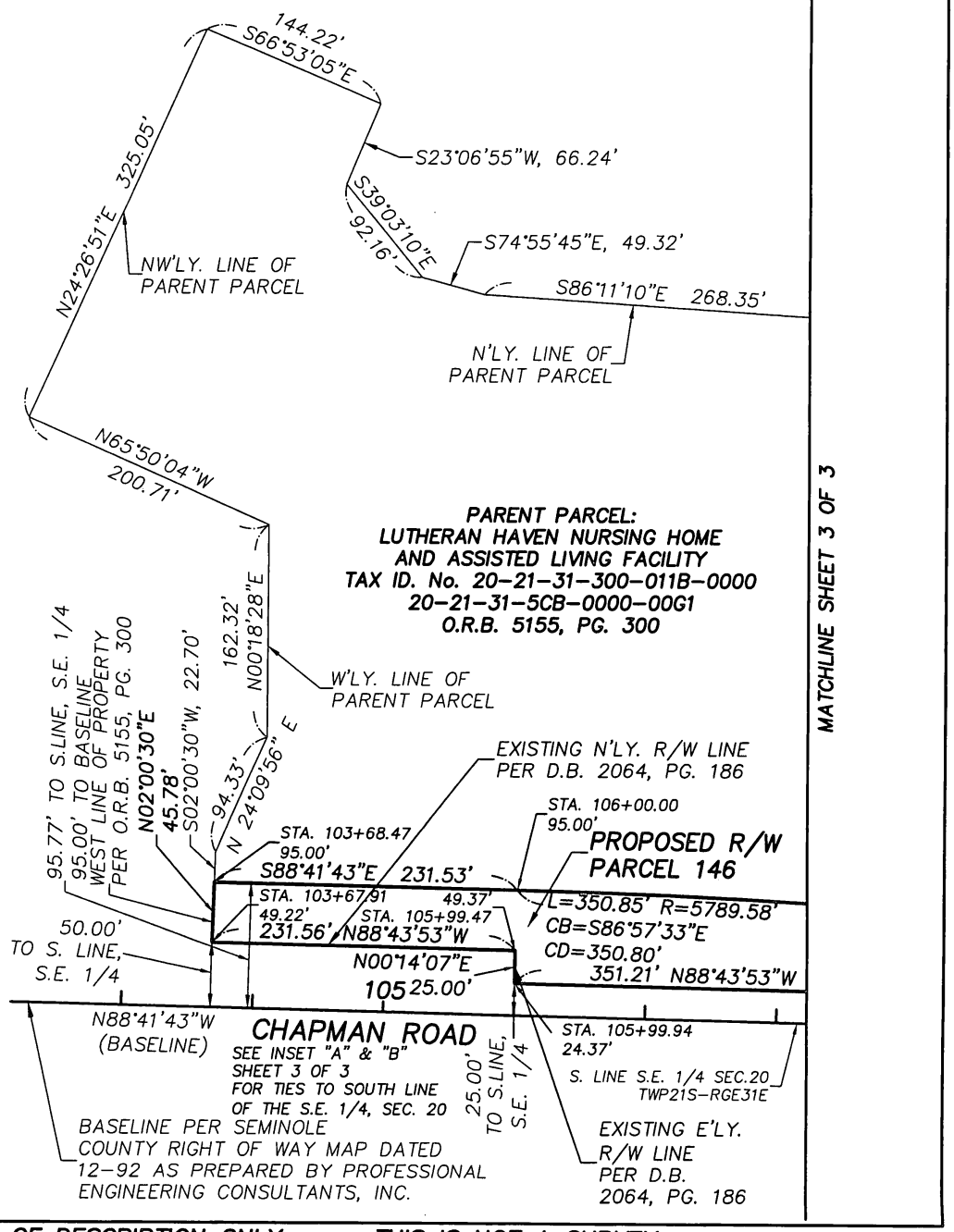
000058

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC. = SECTION
TWP = TOWNSHIP
RGE = RANGE
O.R.B. = OFFICIAL RECORDS BOOK

N&D = NAIL & DISK
LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
PG. = PAGE
ID. = IDENTIFICATION
FND. = FOUND
RR = RAILROAD
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY
◉ = FOUND SURVEY CONTROL
℄ = CENTERLINE
⁄\⁄ = LINE BREAK
D.B. = DEED BOOK

0' 50 100
1 INCH = 100 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 3

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN NURSING AND ASSISTED LIVING FACILITY, LLC
O.R.B. 5155, PG. 300
LOCATED IN SECTION 20
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 146.dwg

EXHIBIT A

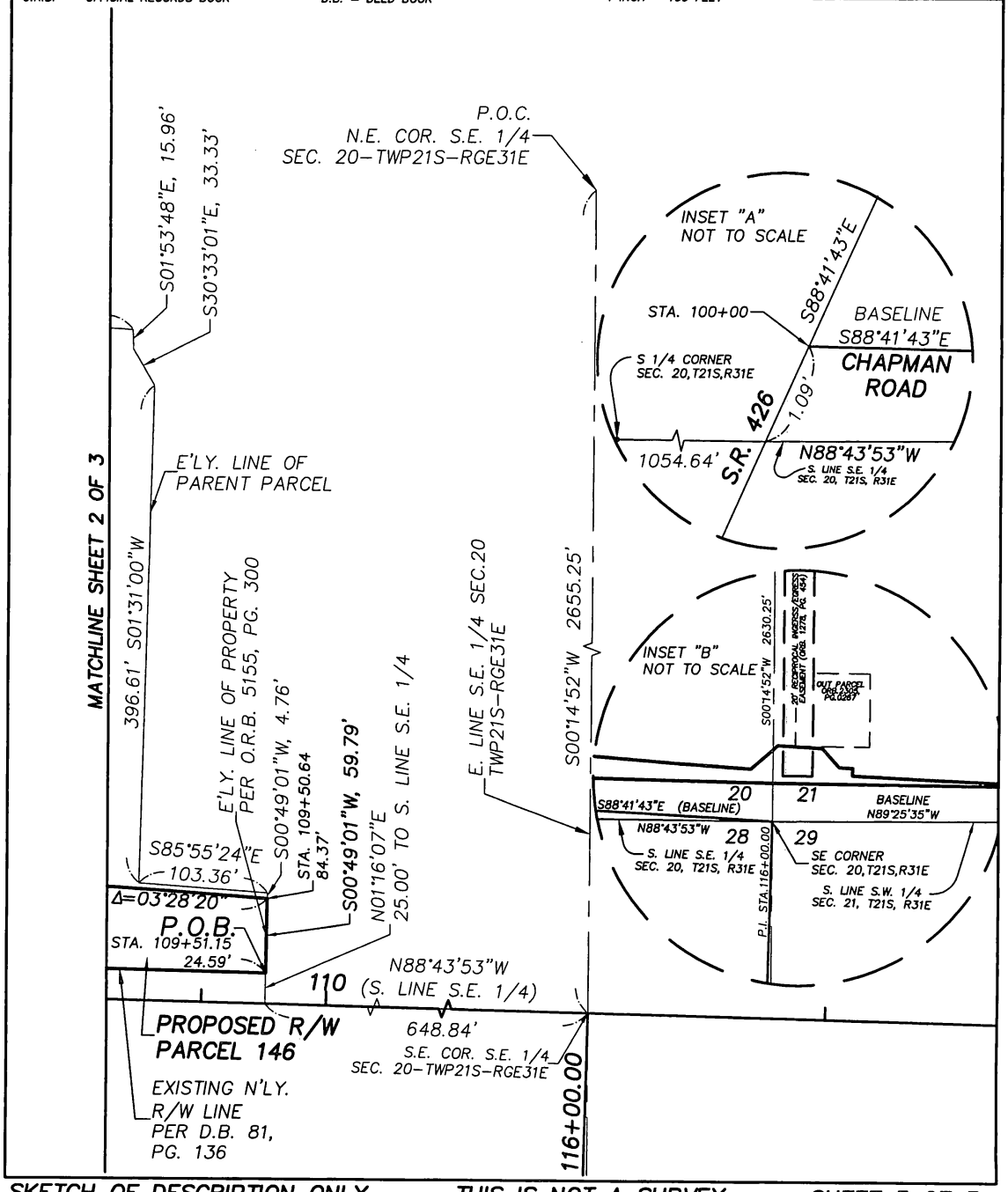
000059

LEGEND & ABBREVIATIONS

R = RADIUS
L = ARC LENGTH
Δ = DELTA (CENTRAL ANGLE)
CD = CHORD LENGTH
CB = CHORD BEARING
TB = TANGENT BEARING
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC. = SECTION
TWP = TOWNSHIP
RGE = RANGE
O.R.B. = OFFICIAL RECORDS BOOK

N&D = NAIL & DISK
LB = CERTIFICATE OF AUTHORIZATION
P.B. = PLAT BOOK
PG. = PAGE
ID. = IDENTIFICATION
FND. = FOUND
RR = RAILROAD
P.R.S.C. = PUBLIC RECORDS OF SEMINOLE COUNTY
◉ = FOUND SURVEY CONTROL
℄ = CENTERLINE
⌇ = LINE BREAK
D.B. = DEED BOOK

0' 50 100
1 INCH = 100 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 3 OF 3

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN NURSING AND ASSISTED LIVING FACILITY, LLC
O.R.B. 5155, PG. 300
LOCATED IN SECTION 20
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

K:\S42\CHAPMAN ROAD\RIGHT OF WAY TAKING\SKETCHES\PARCEL 146.dwg

EXHIBIT A

PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PARCEL 746

OWNER: LUTHERAN HAVEN NURSING AND ASSISTED LIVING FACILITY, LLC
PARENT PARCEL TAX ID. No.: 20-21-31-300-011B-0000
20-21-31-5CB-0000-00G1

000060

PARCEL 746 LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH 00°14'52" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 20, A DISTANCE OF 2630.25 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 136, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 88°43'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 999.60 FEET; THENCE NORTH 00°14'07" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 2064, PAGE 186, A DISTANCE OF 25.00 FEET; THENCE NORTH 88°43'53" WEST, ALONG SAID NORTH RIGHT OF WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 2064, PAGE 186, A DISTANCE OF 231.56 FEET TO THE WESTERLY LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 02°00'30" EAST ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 45.78 FEET TO A POINT 95.00 FEET, WHEN MEASURE PERPENDICULAR, FROM THE BASELINE OF SURVEY OF CHAPMAN ROAD, PER THE SEMINOLE COUNTY, FLORIDA, RIGHT-OF-WAY MAP FOR CHAPMAN ROAD, DATED JULY, 1992; THENCE SOUTH 88°41'43" EAST PARALLEL TO SAID BASELINE OF SURVEY, A DISTANCE OF 4.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°18'17" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 88°41'43" EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 01°18'17" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°41'43" EAST, A DISTANCE OF 117.00 FEET TO A POINT OF CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5799.58 FEET AND A CENTRAL ANGLE OF 02°26'41" AND A CHORD BEARING OF SOUTH 87°28'23" EAST; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 247.45 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPERTY RECORDED ON THE OFFICIAL RECORDS BOOK 5155, PAGE 300, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 01°31'00" WEST ALONG THE EASTERLY LINE OF SAID PROPERTY, A DISTANCE OF 5.59 FEET; THENCE SOUTH 85°55'24" EAST, A DISTANCE OF 98.78 FEET; THENCE SOUTH 04°43'42" WEST, A DISTANCE OF 4.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5789.58 FEET AND A CENTRAL ANGLE OF 03°25'25" AND A CHORD BEARING OF NORTH 86°59'01" WEST; THENCE FROM A TANGENT BEARING OF NORTH 85°16'18" WEST, RUN WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 345.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°41'43" WEST, A DISTANCE OF 227.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7380 SQUARE FEET OR 0.169 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE BASELINE OF CHAPMAN ROAD, BETWEEN P.I. STATION 100+00 AND STATION 116+00, AS HAVING AN ASSUMED BEARING OF SOUTH 88°41'43" EAST PER SEMINOLE COUNTY'S CHAPMAN ROAD, RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94, (AS PREPARED BY PROFESSIONAL ENGINEERING CONSULTANTS, INC., ORLANDO, FL)

2. PARCEL SHOWN HEREON WAS RESEARCHED FOR RIGHTS OF WAYS, EASEMENTS, OWNERSHIPS OR OTHER INSTRUMENTS OF RECORD IN A TITLE SEARCH REPORT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 06.00128/1399784, DATE OF SEARCH NOVEMBER 17, 2006.
TAKE SUBJECT TO:
- EASEMENT IN FAVOR OF CABLEVISION INDUSTRIES, ORB. 1929, PG. 1401, SEMINOLE COUNTY PUBLIC RECORDS, FLORIDA.

3. THIS PARCEL MAY BE SUBJECT TO ADDITIONAL EASEMENTS, CONVENANTS AND RESTRICTIONS NOT SHOWN HEREIN, RECORDED AFTER THE TITLE SEARCH REPORT DATE.

4. THIS SKETCH OF DESCRIPTION IS 3 SHEETS IN TOTAL AND ONE IS NOT COMPLETE WITHOUT THE OTHER.

5. THIS SKETCH IS REFERENCED TO THE SEMINOLE COUNTY CHAPMAN ROAD RIGHT OF WAY MAPS, DATED 12-92 AND REVISED ON 11-28-94. PARENT TRACT INFORMATION FOR THIS PARCEL SHOWN HEREON MAY BE FOUND ON SAID REFERENCED MAP.

6. BASELINE OF SURVEY DOES NOT LIE ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20-21-31.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61 G17-6, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William P. Hinkle 02/29/08
WILLIAM P. HINKLE DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER 4633

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 1 OF 3

(SEE SHEET 2 AND 3 OF 3 FOR SKETCH OF DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

SKETCH OF DESCRIPTION
A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN NURSING AND ASSISTED LIVING FACILITY, LLC
O.R.B. 5155, PG. 300
LOCATED IN SECTION 20
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

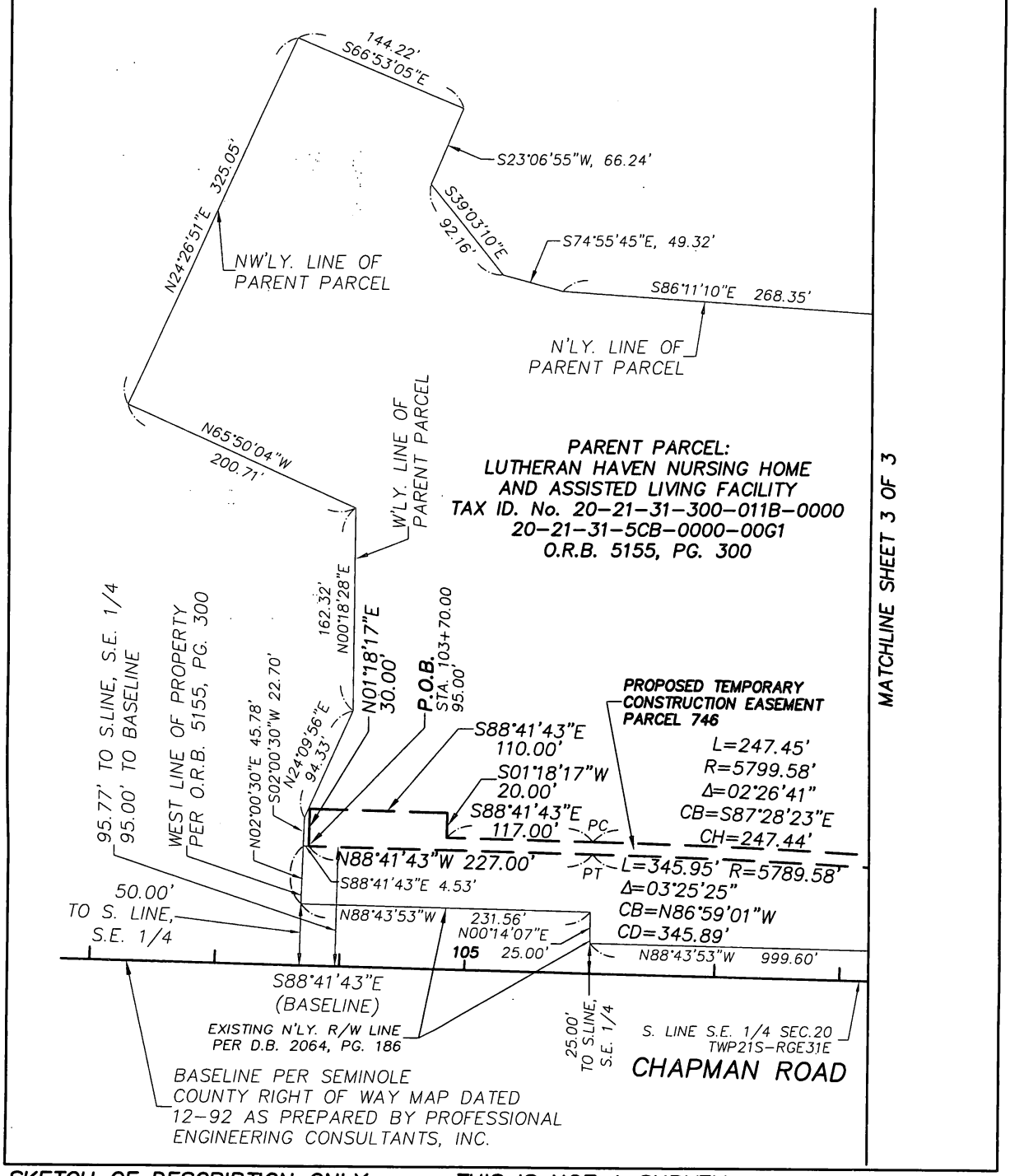
EXHIBIT A

000061

LEGEND & ABBREVIATIONS

R =	RADIUS	N&D =	NAIL & DISK
L =	ARC LENGTH	LB =	CERTIFICATE OF AUTHORIZATION
Δ =	DELTA (CENTRAL ANGLE)	P.B. =	PLAT BOOK
CD =	CHORD LENGTH	PG. =	PAGE
CB =	CHORD BEARING	ID. =	IDENTIFICATION
TB =	TANGENT BEARING	FND. =	FOUND
P.O.C. =	POINT OF COMMENCEMENT	RR =	RAILROAD
P.O.B. =	POINT OF BEGINNING	P.R.S.C. =	PUBLIC RECORDS OF SEMINOLE COUNTY
R/W =	RIGHT OF WAY	◉ =	FOUND SURVEY CONTROL
SEC. =	SECTION	℄ =	CENTERLINE
TWP =	TOWNSHIP	⁄\⁄ =	LINE BREAK
RGE =	RANGE	D.B. =	DEED BOOK
O.R.B. =	OFFICIAL RECORDS BOOK		

0' 50 100
1 INCH = 100 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 2 OF 3

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN NURSING AND ASSISTED LIVING FACILITY, LLC
O.R.B. 5155, PG. 300
LOCATED IN SECTION 20
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

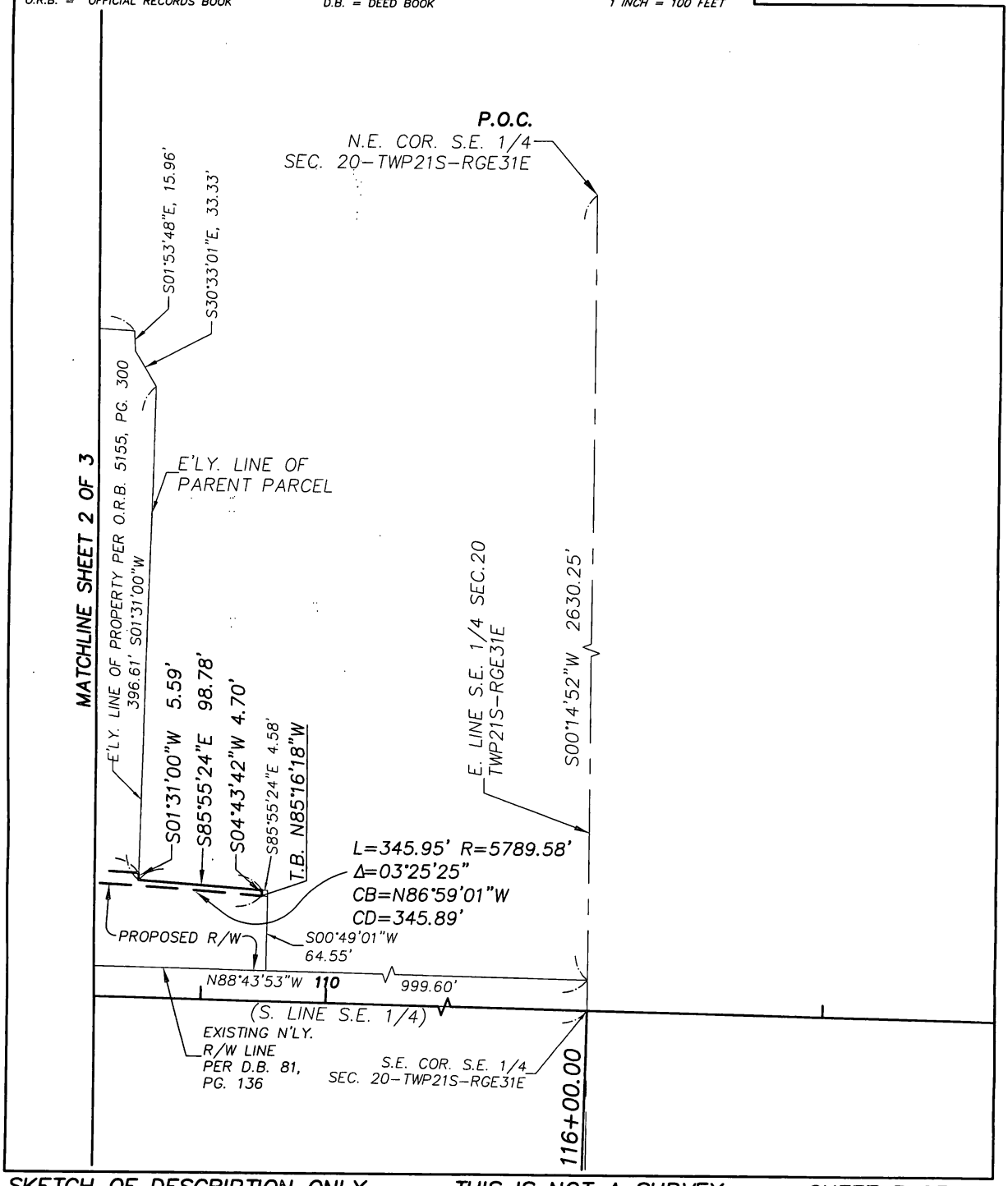
EXHIBIT A

000062

LEGEND & ABBREVIATIONS

R =	RADIUS	N&D =	NAIL & DISK
L =	ARC LENGTH	LB =	CERTIFICATE OF AUTHORIZATION
Δ =	DELTA (CENTRAL ANGLE)	P.B. =	PLAT BOOK
CD =	CHORD LENGTH	PG. =	PAGE
CB =	CHORD BEARING	ID. =	IDENTIFICATION
TB =	TANGENT BEARING	FND. =	FOUND
P.O.C. =	POINT OF COMMENCEMENT	RR =	RAILROAD
P.O.B. =	POINT OF BEGINNING	P.R.S.C. =	PUBLIC RECORDS OF SEMINOLE COUNTY
R/W =	RIGHT OF WAY	◉ =	FOUND SURVEY CONTROL
SEC. =	SECTION	℄ =	CENTERLINE
TWP =	TOWNSHIP	⌐⌐ =	LINE BREAK
RGE =	RANGE	D.B. =	DEED BOOK
O.R.B. =	OFFICIAL RECORDS BOOK		

0' 50 100
1 INCH = 100 FEET



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY. SHEET 3 OF 3

SEE SHEET 1 OF 3 FOR CERTIFICATION, LEGAL DESCRIPTION AND GENERAL NOTES.

A PORTION OF PARENT PARCEL:
LUTHERAN HAVEN NURSING AND ASSISTED LIVING FACILITY, LLC
O.R.B. 5155, PG. 300
LOCATED IN SECTION 20
TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION)
CERTIFICATE OF AUTHORIZATION NO. LB 1221

BOWYER SINGLETON & ASSOCIATES, INCORPORATED
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120

EXHIBIT A

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Seminole County, Seminole County Sheriff's Office and The Estates at Wekiva Park Homeowners Association, Inc. - Traffic Enforcement Agreement

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Renee Bumgardner **EXT:** 5678

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Traffic Enforcement Agreement between Seminole County, Seminole County Sheriff's Office and The Estates at Wekiva Park Homeowners Association, Inc.

District 5 Brenda Carey Melonie C. Barrington

BACKGROUND:
Traffic Engineering has received a request from The Estates at Wekiva Park Homeowners Association, Inc. to execute a Traffic Enforcement Agreement for the purpose of authorizing the Seminole County Sheriff's Office to enforce the regulatory signs within their subdivision.

All necessary signing improvements have been made, and the appropriate contractual agreement has been provided with the necessary signatures from the Sheriff and the Homeowners Association President.

STAFF RECOMMENDATION:
Traffic Engineering recommends approval of the Traffic Enforcement Agreement between Seminole County, Seminole County Sheriff's Office and The Estates at Wekiva Park Homeowners Association, Inc.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

SEMINOLE COUNTY, SEMINOLE COUNTY SHERIFF'S OFFICE AND THE ESTATES AT WEKIVA PARK HOMEOWNERS ASSOCIATION, INC.
TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY"; the **SEMINOLE COUNTY SHERIFF'S OFFICE**, a constitutional office of the State of Florida, whose address is Public Safety Building, 100 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as "SHERIFF" (which shall also include the Sheriff's deputies whenever acting on behalf of the Seminole County Sheriff's Office), and **THE ESTATES AT WEKIVA PARK HOMEOWNERS ASSOCIATION, INC.**, a Florida non profit corporation, whose principal address is 5955 T. G. Lee Boulevard, Suite 300, Orlando, Florida 32822, hereinafter referred to as "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the COUNTY may exercise jurisdiction, to the extent of a public purpose, over any private road or roads located in the unincorporated area under written agreement as authorized by Section 316.006, Florida Statutes; and

WHEREAS, the SHERIFF is empowered to enforce the State Uniform Traffic Control provisions in Seminole County pursuant to Section 30.15, Florida Statutes; and

WHEREAS, the ASSOCIATION wishes to preserve the subject private roads of its subdivision as private roads that remain under the control of the ASSOCIATION without any transfer of jurisdiction, ownership, use, or any other rights to the public other than limited statutory jurisdiction accepted by the public authorities who are parties to this Agreement to enforce the State Uniform Traffic Control provisions; and

WHEREAS, the COUNTY, SHERIFF and ASSOCIATION, in the interest of the public's health, safety, morals and welfare, desire to establish terms and conditions for the assumption of jurisdiction limited to the public purpose of enforcing the State Uniform Traffic Control provisions on the private roads owned or controlled by the ASSOCIATION; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 30, 125, 163 and 316, Florida Statutes, as well as other applicable law.

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

SECTION 1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which the COUNTY will assume a limited jurisdiction for the public purpose of complying with Section 316.006, Florida Statutes, and the SHERIFF will provide State Uniform Traffic Control enforcement over the private roads under the ownership or control of the ASSOCIATION.

SECTION 2. TERM. This Agreement shall become effective upon execution by all parties, and shall run through the day before that date in the next calendar year and shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein.

SECTION 3. PRIVATE ROADS. The COUNTY shall assume jurisdiction over and the SHERIFF shall enforce the State Uniform Traffic Control provisions over the private roads under the ownership or control of the ASSOCIATION (the "Roads") on the attached Exhibit "A", which is incorporated by reference into this Agreement, except that neither the COUNTY nor SHERIFF shall have any responsibility for designing, installing, maintaining, or removing signage, striping, paving, or any

other physical features, objects, or materials. The ASSOCIATION warrants that it is the sole owner of the Roads identified in Exhibit "A", or that it has, to the extent of the purposes of this Agreement, control of such Roads by written authorization signed by the owner(s) of the title to such Roads or parts thereof. The ASSOCIATION shall be responsible for complying with Section 316.0747, Florida Statutes, regarding the installation of traffic control devices in or about the Roads.

SECTION 4. SHERIFF'S RESPONSIBILITIES.

(a) The SHERIFF shall be solely responsible for traffic control and enforcement of the State Uniform Traffic Control provisions on the Roads identified on the attached Exhibit "A".

(b) The SHERIFF shall be solely responsible for the means and methods of enforcement including the scheduling of patrols and the use of radar or other methods of enforcement. The ASSOCIATION may provide input relating to desired scheduling of patrols, all subject to the SHERIFF's sole determination as to time and frequency of patrols and the use of radar.

(c) The SHERIFF is authorized by the ASSOCIATION to perform random or routine patrols of the Roads for general law enforcement purposes in addition to traffic enforcement.

SECTION 5. COMPENSATION.

(a) The ASSOCIATION, by payment of an hourly rate, shall reimburse the SHERIFF for all actual costs resulting to the SHERIFF from the provision of extended traffic enforcement services on the Roads. "Extended traffic enforcement services" shall mean the presence or activities of the Sheriff on the Roads:

(1) in excess of four (4) hours in a week when at the written request of the ASSOCIATION for specific schedules or activities, such as requesting radar and speed enforcement; or

(2) for special enforcement details or operations.

(b) For the initial term of this Agreement, the ASSOCIATION shall pay the SHERIFF the sum of THIRTY-FIVE AND 60/100 DOLLARS ($35.60) per deputy-hour as compensation for the actual costs of extended traffic enforcement services. No reimbursement shall be required for services by SHERIFF's deputies who are on routine or random patrol, except when such services are part of extended traffic enforcement services.

(c) The hourly rate for provision of extended traffic enforcement services provided by the SHERIFF shall be adjusted annually on or after October 1st of each successive term of this Agreement to accurately reflect the actual hourly costs of all deputies' activities contemplated by this Agreement. If SHERIFF's actual hourly costs increase, the COUNTY may, and the SHERIFF shall provide the ASSOCIATION with thirty (30) days' written notice of the increased rate to be charged under this Section.

SECTION 6. PAYMENT AND BILLING.

(a) The SHERIFF shall render to the ASSOCIATION, at the close of each calendar month in which extended traffic enforcement services have been rendered, an itemized invoice describing both the billable and non-billable services rendered, the average hourly cost of the billable services, and any other information required by this Agreement.

(b) Payment by the ASSOCIATION shall be made within thirty (30) days of receipt of the SHERIFF'S invoice.

SECTION 7. INDEMNIFICATION.

(a) The ASSOCIATION shall, at all times hereafter, indemnify and hold harmless COUNTY and SHERIFF, their commissioners, officers, agents,

servants and employees, individually and collectively, from and against any damages, losses and causes of action arising out of any and all errors, omissions, defaults or negligent acts of ASSOCIATION, its officers, directors, agents, servants or employees in the performance of its duties and obligations under this Agreement or the services provided by the COUNTY and the SHERIFF pursuant to this Agreement unless such liability arises from the negligence of either the COUNTY or SHERIFF or misconduct by their agents or employees provided that the agent or employee is acting within the scope of their agency or employment.

(b) For purpose of liability, the COUNTY and the SHERIFF are protected by sovereign immunity in accordance with State law. This Agreement shall not constitute a waiver of immunity by such parties nor the ASSOCIATION's consent to such parties' waiver thereof as to any matter to which such immunity would apply, except to the limited extent set forth in Section 768.28, Florida Statutes.

SECTION 8. INSURANCE.

(a) ASSOCIATION shall provide, pay for, and maintain in force at all times during the term of this Agreement such General Liability Insurance and Property Damage Insurance as will provide to COUNTY and the SHERIFF the protection contained in the foregoing Indemnification provision.

(b) Policies shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company.

(c) ASSOCIATION shall protect COUNTY and the SHERIFF by specifically naming "SEMINOLE COUNTY, a political subdivision of the

State of Florida" and the "SEMINOLE COUNTY SHERIFF'S OFFICE, a constitutional office of the State of Florida" as additional insured under such policies. Such policies shall contain, as a minimum, the following provisions, coverage and policy limits of liability:

General Liability Insurance. The ASSOCIATION shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) on account of any one (1) occurrence.

(d) Prior to commencement of services hereunder, ASSOCIATION shall furnish to COUNTY and the SHERIFF a certificate of insurance evidencing the insurance required under this Agreement. Said certificate shall name and list COUNTY and SHERIFF as certificate holders and as additional insured under such policies.

(e) The policies and certificate of insurance shall additionally contain and list endorsements from the company that is issuing the policies: (i.) that said company meets the requirements set forth in Section 8(b) of this Agreement, (ii.) that any cancellation or any material change in the policies adversely affecting the interests of COUNTY or the SHERIFF in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY and the SHERIFF, and (iii.) that the Association agrees to indemnify, and hold harmless COUNTY and SHERIFF, their commissioners, officers, agents, servants and employees, individually or collectively, in accordance with Section 7 of this Agreement. COUNTY or the SHERIFF may require a certified copy of such policies to be delivered by ASSOCIATION at any time.

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

(1) lose its Certificate of Authority or

(2) fail to maintain the Best's Rating and Financial Size Category, ASSOCIATION shall, as soon as ASSOCIATION has knowledge of any such circumstance, immediately notify COUNTY and the SHERIFF and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as ASSOCIATION has replaced the unacceptable insurer with an insurer acceptable to COUNTY and the SHERIFF, ASSOCIATION shall be deemed to be in default of this Agreement.

(g) The maintenance of the insurance coverage set forth herein shall not be construed to limit ASSOCIATION's liability under the provisions of Section 7 of this Agreement.

(h) ASSOCIATION agrees to insert the substance of this clause, including this subsection (h), in all contracts and subcontracts hereunder, if any.

SECTION 9. TERMINATION OR ASSIGNMENT. This Agreement may be terminated by any one of the parties at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to each of the other parties, or immediately, at the option of the COUNTY or the SHERIFF, in the event any of the terms, covenants or conditions of this Agreement have been violated by ASSOCIATION. None of the parties shall assign this Agreement, or any interest arising herein, without the written consent of the other parties.

SECTION 10. REPRESENTATIONS. The undersigned persons signing on behalf of a party each represent that (s)he is the designated officer or general partner acting for that party; that this document has been

reviewed and duly approved for execution by all necessary general partners, officers or directors of the named entity for which (s)he purports to sign with all the formalities required by law for such named entity to enter into a binding agreement; and that the respective entity has likewise authorized the undersigned to bind said entity to the terms and conditions contained herein. Said formalities of law include, without limitation, any need for a supermajority vote of the homeowners' association membership if such is required by its charter, bylaws or otherwise.

SECTION 11. INDEPENDENT CONTRACTOR. The relationship of the ASSOCIATION to the COUNTY or SHERIFF is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the ASSOCIATION an employee of the COUNTY or SHERIFF, and the ASSOCIATION shall be entitled to none of the rights, privileges or benefits of COUNTY or SHERIFF employees.

SECTION 12. EMPLOYEE STATUS. Persons employed by the ASSOCIATION in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's or SHERIFF's officers and employees either by operation of law or by the COUNTY or SHERIFF.

SECTION 13. ENTIRE AGREEMENT.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement except the annual actual cost adjustment

set forth in Section 5(c) of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

SECTION 14. NOTICES. Whenever any one of the parties desires to give notice unto the others, notice may be sent to:

For COUNTY:

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

For SHERIFF:

Director, Patrol Division
Public Safety Building
100 Bush Boulevard
Sanford, Florida 32773

For ASSOCIATION:

Brett Jordan, Registered Agent
Lake Markham Preserve Homeowners Association, Inc.
882 Jackson Avenue, Winter Park, Florida 32789

Any of the parties may change, by written notice as provided herein, its address or person for receipt of notices. ASSOCIATION may amend Exhibit "A" from time to time by giving written notice containing the complete diagram of private roads under ASSOCIATION's ownership or control, as amended, to both COUNTY and SHERIFF.

SECTION 15. PUBLIC RECORDS LAW. The parties acknowledge the obligations set forth in Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the COUNTY and SHERIFF are required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 16. CONFLICT OF INTEREST.

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

(b) The ASSOCIATION hereby certifies that no officer, agent or employee of the COUNTY or SHERIFF has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the ASSOCIATION, and that no such person shall have any such interest during the term of this Agreement.

(c) The ASSOCIATION shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

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

WITNESSES:

Misti Allison

Misti Allison
Print Name

Tiana Jackson

Tiana Jackson
Print Name

SEMINOLE COUNTY SHERIFF'S OFFICE

By: _____
DONALD F. ESLINGER, Sheriff

Date: 4/22/08

ATTEST:

~~DONALD C. WORKS, III, Secretary~~
WILLIAM BARFIELD, Secretary
(CORPORATE SEAL) SEAL

THE ESTATES AT WEKIVA PARK HOMEOWNERS ASSOCIATION, INC.

By: Michelle Robertson
MICHELLE ROBERTSON, President

Date: 4/08/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution by the Board of County Commissioners at its _____, 2008, regular meeting.

AHS/dre
Attachment
Exhibit A - Community Map with List of Roads
P:\Users\Dedge\My Documents\Agt\Traffic Enforcement Agt Wekiva Park Hoa.Doc

Estates at Wekiva Park
Traffic Enforcement Agreement
Existing Signing
2/21/08
District 5

EXHIBIT A

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Sun Life Assurance Company of Canada property

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Sun Life Assurance Company of Canada property. Approval of a proposed negotiated settlement relating to Parcel Number 848 on the Lake Emma Road improvement project. The proposed negotiated settlement is at the sum of $374,116.62 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements. Judge Galluzzo.

District 4 Carlton D. Henley Bob McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve the proposed negotiated settlement relating to Parcel Number 848 on the Lake Emma Road improvement project. The proposed negotiated settlement is at the sum of $374,116.62 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements.

ATTACHMENTS:

1. Sun Life Assurance Company of Canada property

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

Through: Robert A. McMillan, County Attorney

From: Matthew G. Minter, Deputy County Attorney
Ext. 5736

Concur: Pam Hastings, Administrative Manager/Public Works Department
Antoine Khoury, P.E., Principal Engineer/Engineering Division

Date: May 9, 2008

Subject: Settlement Authorization
Lake Emma Road
Parcel No. 848
Owner: Sun Life Assurance Company of Canada
Seminole County v. Huntington Pointe Homeowners Association, Inc.
Case No.: 2007-CA-3987-0126-13-L

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel No. 848 on the Lake Emma Road project. This parcel was originally acquired as a permanent easement for a storm water pond. The proposed negotiated settlement will provide for the County to acquire fee simple interest, plus a temporary license to use eleven (11) parking spaces for the benefit of the adjacent property (Collage Design) during construction of the County's project, for a total sum of $374,116.62 inclusive of all land value, improvements, cost to cure, damages, license agreement, statutory interest, total attorney's fees, expert fees and cost reimbursements. The total sum is allocated as follows:

$330,000.00	land value for fee simple interest
$ 25,080.00	statutory attorney's fees
$ 8,036.62	expert's fees and costs
$ 11,000.00	license for use of parking spaces

I PROPERTY

A. Location Data. Parcel No. 848 is located within Technology Park of Lake Mary Industrial Park west of Lake Emma Road. A location map depicting the location of the parcel is attached as Exhibit A.

B. Address. The physical address is 255 Technology Park, Lake Mary, Florida 32746. A Parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2007-R-29 on February 13, 2007. The Lake Emma Road 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 to obtain permanent easement Parcel No. 848 was successful and occurred on February 7, 2008 with title vesting in Seminole County on February 18, 2008, the date of the good faith deposit in the amount of $239,700.00.

III ACQUISITIONS AND REMAINDER

The permanent easement acquisition of Parcel No. 848 totaled 0.615 acres from the parent tract of 11.492 acres, leaving a remainder of 10.877 acres.

IV APPRAISED VALUES

A. County Report. The County's appraisal was prepared by The Spivey Group, Inc. The initial appraisal for the permanent easement, Parcel No. 848 was performed on March 5, 2007 and reported full compensation at $239,700.000. The updated appraisal for the Order of Taking opined the same value.

B. Owner's Report. The owner has not had an appraisal prepared but hired an appraiser to review the County's appraisal reports, and provide assistance to the owner in making a counteroffer.

V BINDING OFFERS/NEGOTIATION

The Board approved a binding written offer of $265,000.00 based on the initial appraisal of a permanent easement interest on March 5, 2007. Because the acquisition is for a stormwater pond, the owner would have virtually no residual use of the property, but would have a potential liability as the property owner for injuries occurring on the property. The parties have negotiated a settlement calling for converting the acquisition from an easement to a fee simple interest. Based on values for a fee acquisition, the property owner made a counteroffer in the amount of approximately $370,000.00, plus some additional conditions, which the County rejected. Because the adjacent property, Collage Design, is within the project area and would have its parking area temporarily impacted during construction, the County proposed obtaining a license for eleven (11) parking spaces from Sun Life. The parties have reached a settlement, subject to BCC approval, including $330,000.00 for fee simple title to Parcel No. 848, and $11,000.00 for a license for eleven (11) temporary parking spaces, for total compensation to the owner of $341,000.00. The settlement also includes statutory attorney's fees and expert fees, as outlined below.

VI ATTORNEY'S FEES AND COST REIMBURSEMENTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals $25,080.00. The sum is statutorily computed based upon a settlement sum of $341,000.00 less a first written offer of $265,000.00 to produce a benefit of $76,000.000.

B. Expert's Fees/Costs. The owner's claimed costs of $8,036.62 for experts' fees and costs are reasonable for the referenced parcel. The break down is as follows:

$2,081.00	Appraiser
$4,630.24	Land Planning
$1,325.38	Engineer

VII COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation. Additionally, the license for parking spaces provided for herein will serve to mitigate damages to the adjacent property owner that may be caused by temporary loss of its parking spaces during the construction of the County's project.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of $374,116.62 inclusive of all land value, improvements, cost to cure, damages, statutory interest, total attorney's fees, expert fees and cost reimbursements.

MGM/dre
Attachments
Exhibit A - Location map
Exhibit B - Parcel sketch
P:\Users\Dedge\My Documents\Mem\Agenda Item Huntington Pointe Sun Lake 848 Lk Emma.Doc

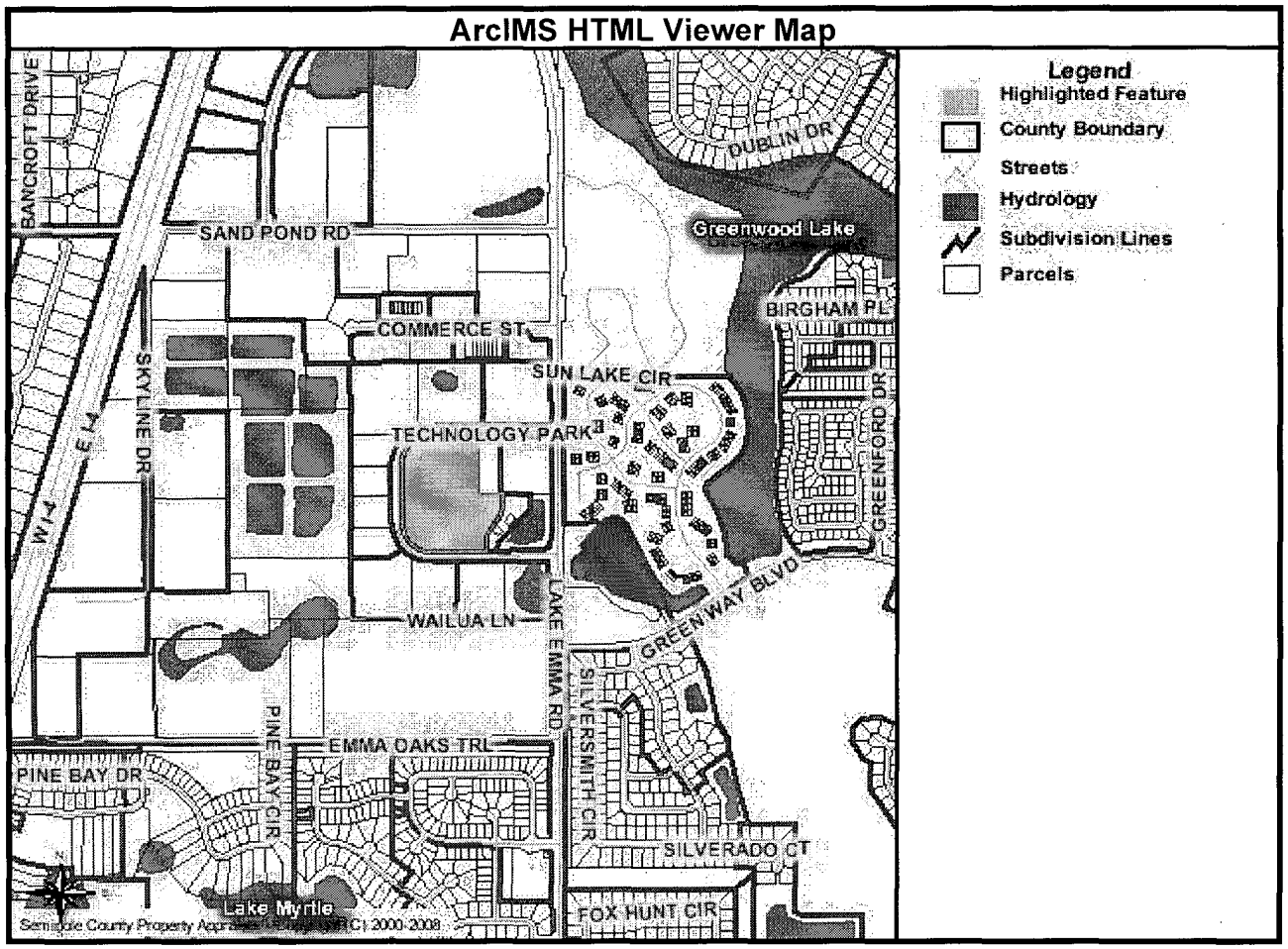
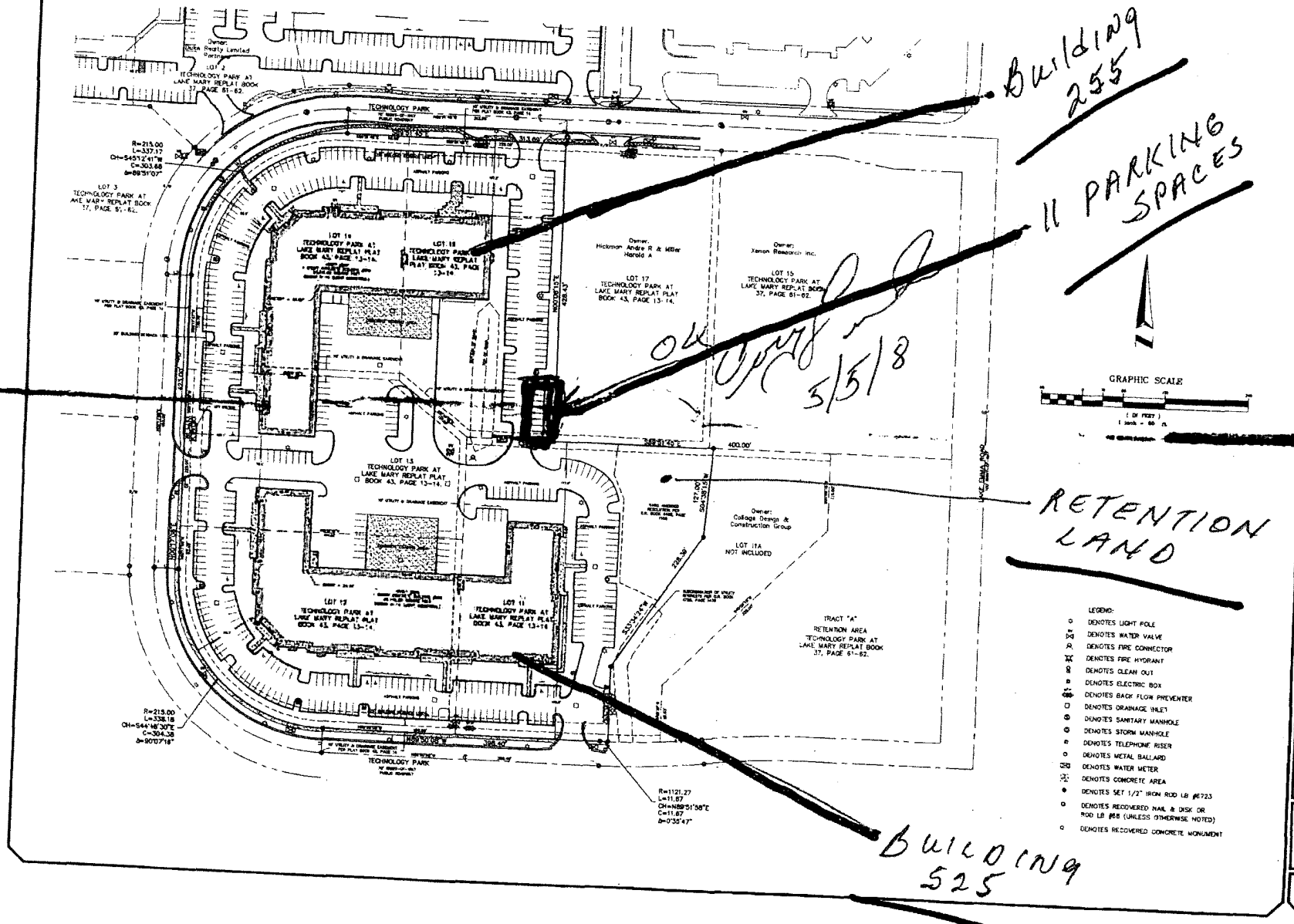

ArcIMS HTML Viewer Map
Legend
Highlighted Feature
County Boundary
Streets
Hydrology
Subdivision Lines
Parcels
BANCROFT DRIVE
SAND POND RD
COMMERCE ST
SKYLINE DR
I-4
SUN LAKE CIR
TECHNOLOGY PARK
DUBLIN DR
Greenwood Lake
BIRGHAM PL
GREENFORD DR
GREENWAY BLVD
WAILUA LN
LAKE EMMA RD
SILVERSMITH CIR
PINE BAY CIR
EMMA OAKS TRL
PINE BAY DR
SILVERADO CT
FOX HUNT CIR
Lake Myrtle

EXHIBIT A

ALTA / ACSM LAND TITLE SURVEY



18 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

ALTA / ACSM LAND TITLE SURVEY
OF
SSET 206 + 207, TECHNOLOGY PARK
SECTION 15, TOWNSHIP 20 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

FOR:

DATE	REVISIONS

JOB # 25183
DATE: 8-26-05
SCALE: 1" = 50 Feet
CALC BY: AJ
FIELD BY: M.NR/JS
DRAWN BY: DM
CHECKED BY: AJ

SHEET 2 OF 2

EXHIBIT B

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 Approval Lists dated May 12 and 19, 2008; approval of Payroll Approval List dated May 15, 2008; approval of Official Minutes dated May 1 and 6, 2008; approval of Clerk's "Received and Filed" - for information only.

County-wide Dave Godwin

BACKGROUND:

Clerk's Report attached.

STAFF RECOMMENDATION:

Staff recommends the approval of Expenditure Approval Lists dated May 12 and 19, 2008; approval of Payroll Approval List dated May 15, 2008; approval of Official Minutes dated May 1 and 6, 2008; approval of Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 6-10-08

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 **06-10-2008** **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 May 12 & 19, 2008 and Payroll Approval List dated May 15, 2008

2. Official Minutes dated May 1 and May 6, 2008

3. Clerk's "Received and Filed" - for information only

Reviewed by:
Co. Att_____
OMB_____
Other_____
DCM_____
CM_____

CLERK'S REPORT
JUNE 10, 2008

I. **ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated May 12 and 19, 2008, and Payroll Approval List dated May 15, 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 May 1 and May 6, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Tennis Developmental Instructor Agreement with Peter Mainelli.

2. Work Orders #60 and #61 to CC-1267-05.

3. Change Order #1 to CC-2213-07.

4. Work Order #29 to PS-1074-06.

5. Work Order #26 to PS-1529-06.

6. Second Amendment to M-485-05, Infrastructure Management Services, Inc.

7. Change Order #1 to CC-2641-07.

8. Maintenance Bond in the amount of $16,237 for Riverview Avenue and Narcissus Avenue ROW @ Riverview Townhomes.

9. Work Orders #64, #65, #66 and #67 to CC-1220-03.

10. Amendment #3 to M-1949-07, Peninsula Engineering, Inc.

11. Change Order #2 to CC-2546-07.

12. Work Order #18 to PS-1501-06.

13. Cash Maintenance Bond with Escrow Agreement in the amount of $1,228.10 for Fifth Third Bank.

14. Change Order #7 to CC-1416-06.

15. Title Certification for BSP/Carrigan-Alafaya.

16. Memorandums dated April 24 and April 30, 2008, to Cindy Coto, County Manager, from Ray Hooper, Purchasing and Contracts Manager, regarding approval of administrative change requests to listed Work Orders.

17. Memorandum dated April 25, 2008, to Cindy Coto, County Manager, from Robert Hunter, Procurement Supervisor, for Ray Hooper, Purchasing and Contracts Manager, regarding approval of administrative change requests to listed Work Orders.

18. Miscellaneous Contract #M-600431-08, SiteSecure, Inc.

19. Bill of Sale dated April 4, 2008, for Alaqua Country Club, Club House Tract.

20. Development Order for W. Chapman Road Rezone, Chuck Blankenship, as approved by the BCC on January 22, 2008.

21. Sidewalk Easement granted by Continental 209 Fund LLC (Continental Properties Company, Inc.) to Seminole County regarding Rinehart Road.

22. Development Order for 1034 Manchester Circle, Jimmie L. & Pamela Jones.

23. Utility Agreements for Water and Sewer Service with Heathrow RI Associates, LLC.

24. Letter of acceptance and Bill of Sale for Boys Town of Central Florida.

25. Letter of acceptance and Bill of Sale for Family Dollar/Just Brakes.

26. Amendment #1 to Work Order #13 for PS-0381-06.

27. Copies of e-mails dated May 8 and 12, 2008, from Bruce McMenemy, Clerk's Office, to Cindy Coto, County Manager, regarding Salary Change for Commission.

28. Copy of e-mail dated May 9, 2008, from Cindy Coto, County Manager, to Bruce McMenemy, Clerk's Office, regarding Salary Change for Commission.

29. Work Order #17 to PS-5182-05.

30. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement for Westwood Village.

31. Amendment to Conditional Utility Agreements for Water and Sewer Service with Savannah Meridian Acquisition Group, LLC.

32. Letter of acceptance and Bill of Sale for the project known as Enclave.

33. Work Orders #1, #2 and #3 to PS-2249-07.

34. Copy of letter to the BCC from Clerk Maryanne Morse regarding Standard & Poor's assessment and rating of Seminole County's Investment Portfolio.

35. Change Order #3 to RFP-2086-07.

36. Litigation Consultant Services Agreement with Ellen Hardgrove, AICP, Planning Consultant, Inc.

37. Amendment #1 to Litigation Consultant Services Agreement with GAI Consultants, Inc.

38. Work Order #2 to PS-1742-07.

39. Work Order #5 to PS-0984-06.

40. Amendment #12 to BD-260-01, The Trane Company.

41. Second Amendments to RFP-4232-04 with Carter Burgess and Land Design Innovations Incorporated.

42. Second Amendment to RFP-4233-04 with GMB Engineers & Planners, Inc.

43. Work Order #27 to PS-1074-06.

44. Memorandum to Liz Parkhurst, Planning & Development, from Sandy McCann, Commission Records, regarding outstanding P&D documents.

45. Amendment #4 to #M-1947-07, Peninsula Engineering, Inc.

46. Change Order #5 to CC-2143-07.

47. Partial Release of Mortgage and Warranty Deed for 210 Tech, Inc.

48. Basic Contract #M-2714-08, Riley & Company, Inc.

49. Work Order #25 to RFP-0225-05, MACTEC Engineering and Consulting, Inc.

50. Amendment #2 to RFP-4232-04 and Amendment #2 to RFP-4233-04, Glatting, Jackson, Kercher, Anglin, Inc.

51. Memorandum dated May 14, 2008, to Cindy Coto, County Manager, from Robert Hunter, Procurement Supervisor, regarding approval of administrative change requests to listed Work Orders.

52. Amendment #1 to PS-5180-05, Brown and Caldwell.

53. Work Orders #6, #7 and #8 to CC-2190-07.

54. Work Order #10 to CC-1284-06.

55. Bids as follows: CC-3076-08; IFB-600408-08; CC-3112-08 and CD of all Internet posted Bid Documents; RFP-600402-08; 600403-08; and IFB-600319-08.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-68 - $18,000 - Sheriff's Office - General Fund - Interest Earnings/Child Protective Services

DEPARTMENT: Sheriff's Office **DIVISION:**

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Penny Fleming **EXT:** 6617

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-68 through the General Fund in the amount of $18,000.00 for the Sheriff's Child Protective Services interest appropriation.

County-wide Sheriff Don Eslinger

BACKGROUND:
The Seminole County Sheriff's Office has a grant agreement with the Department of Children and Families that provides for the advance payment of funds to the Sheriff's Office for expenses incurred in providing child protective services. The Sheriff's Office transfers these funds on a monthly basis to the County and in return receives funding back as part of the Sheriff's monthly budget draw. According to the contractual agreement with the State, all funds that are not fully expended each month are allowed to earn interest. For the time period of the current contract, July 1, 2007 to June 30, 2008, the expected interest income is projected at $18,000. The Sheriff's Office would like to appropriate these funds back to the budget for use in the Children Protective Services program, rather than transferring them back to the State of Florida, as has been past practice.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-68 through the General Fund in the amount of $18,000.00 for the Sheriff's Child Protective Services interest appropriation.

ATTACHMENTS:

1. BAR 08-68

Additionally Reviewed By:
☑ Revenue Review (Cecilia Monti, Lisa Spriggs)

2008-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
K Hufman	05/28/08
Analyst	Date
Budget Manager	Date
Director	Date
08-68	
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Sheriff's Office**
Fund(s): General Fund

PURPOSE: Appropriate Interest Revenue earned with DCF Child Protective Services for operating expenses.

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
00100-361330		Sheriff-Interest Income	18,000
Total Sources			**$ 18,000**

Uses:

Account Number	Project #	Account Title	Amount
00100-021000-590963.03		Sheriff's – Operating Exp.	18,000
Total Uses			**$ 18,000**

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: Master Plan for Natural Lands Crockett Property

DEPARTMENT: Leisure Services **DIVISION:** Natural Lands

AUTHORIZED BY: Joe Abel **CONTACT:** Amy Raub **EXT:** 2001

MOTION/RECOMMENDATION:
Staff seeks direction from the Board of County Commissioners on Master Plan Concepts for the Crockett Property .

County-wide Amy Raub

BACKGROUND:
The Seminole County Natural Lands Division purchased the Crockett f/k/a Lansing Property (also known as Lake Harney Wilderness Area) in March 2005. The Crockett property is a 110 acre parcel located in Geneva. It has many important historical and archaeological elements. In January 2008, the BCC approved a work order for Glatting, Jackson (the "Consultant") to produce a master plan for this property. Through the master planning process, the Consultant and staff held two public meetings where members of the community had the opportunity to discuss recreational and educational opportunities for the property. The limitations of the property include passive recreation activities only, three Bald Eagle nests, the Flagler Trail bisecting the property and much of the property is flood prone. The Consultant produced three levels of Master Plans, a minimum use, moderate use and maximum use for the site, all passive in nature. Staff presented the Master Plan options to the public in two public meetings and to the Leisure Services Advisory Committee. Both the citizen group and the Leisure Services Advisory Committee chose Concept "C". The Leisure Services Advisory Committee voted to add a stipulation to Concept "C" stating that funding for the Master Plan implementation should be phased and should come from funds other than the remaining Natural Lands Bond Funds (such as grants, sponsorships, etc.) to the extent possible.

STAFF RECOMMENDATION:

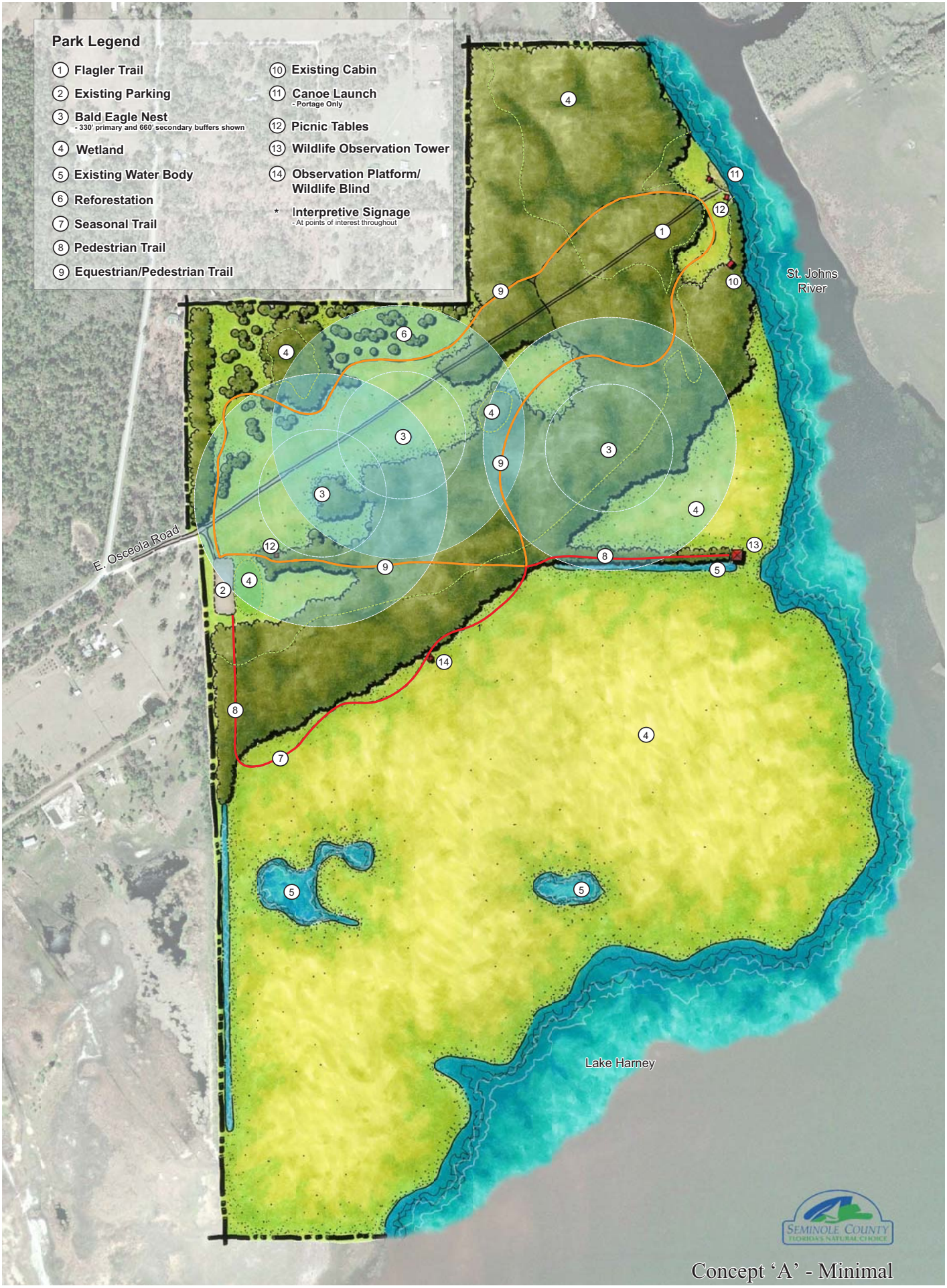
Staff recommends to open the Crockett Property to the public with the following amenities from Concept "A": blazed trails, interpretative signage, benches, picnic tables, bridge stabilization, wildlife viewing platform and an exterior restoration of the historic cabin. The associated costs would be approximately $118,600.00, which would come from the Natural Lands Bond Funds. Further development of the property as shown in Concept "C" could occur as funds, grants and sponsorship opportunities become available.

ATTACHMENTS:

1. New Site Plan
2. New Site Plan
3. New Site Plan
4. Advisory Committee Meeting Minutes
5. Phase 1 Crockett Property
6. Cost Estimate for Concept "A"
7. Cost Estimate for Concept "B"
8. Cost Estimate for Concept "C"

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider, Robert McMillan)



Concept 'A' - Minimal

Note:
This plan is a Preliminary Concept only. As such it is subject to modification pending environmental and engineering considerations and agency review.

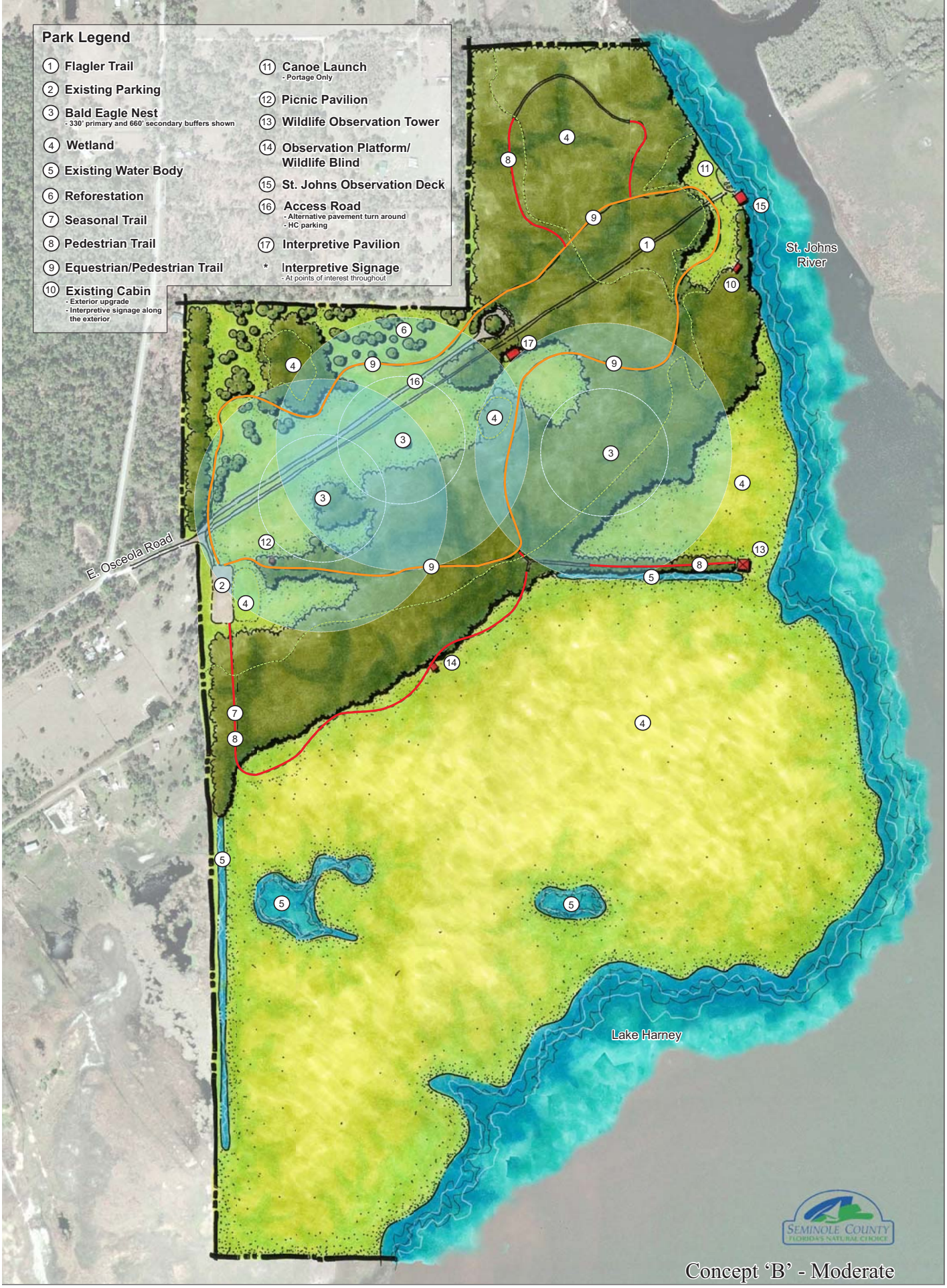
N

0 100 200
Scale: 1" = 200'

LAKE HARNEY WILDERNESS AREA

Seminole County, Florida

GLATTING JACKSON KERCHER ANGLIN
COMMUNITY PLANNING & DESIGN



Concept 'B' - Moderate

LAKE HARNEY WILDERNESS AREA

Seminole County, Florida

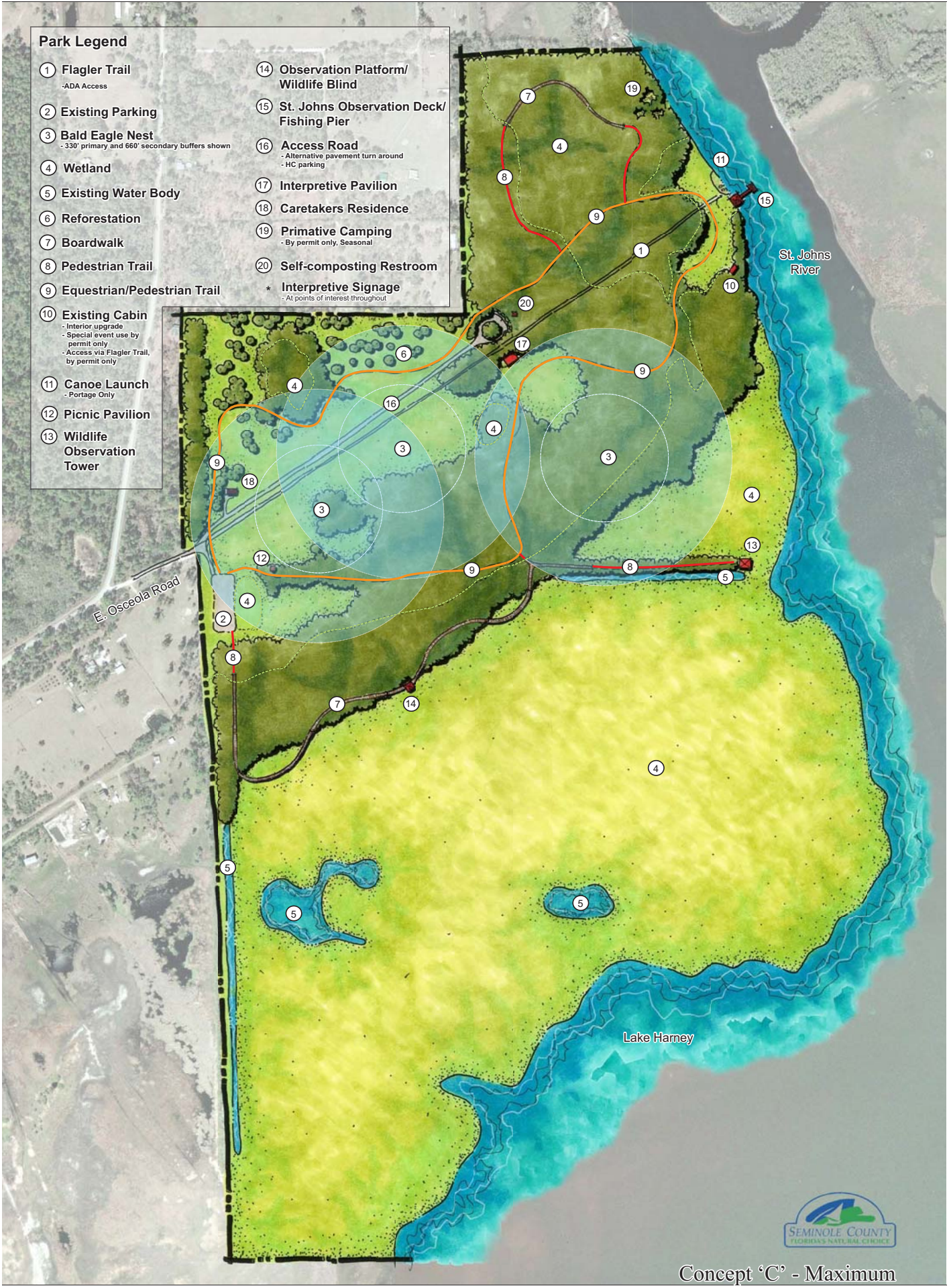
Note:
This plan is a Preliminary Concept only. As such it is subject to modification pending environmental and engineering considerations and agency review.

N

0 100 200

Scale: 1" = 200'

GLATTING JACKSON KERCHER ANGLIN
COMMUNITY PLANNING & DESIGN



Concept 'C' - Maximum

LAKE HARNEY WILDERNESS AREA

Seminole County, Florida

Note:
This plan is a Preliminary Concept only. As such it is subject to modification pending environmental and engineering considerations and agency review.

N

0 100 200

Scale: 1" = 200'

GLATTING JACKSON KERCHER ANGLIN
COMMUNITY PLANNING & DESIGN

SEMINOLE COUNTY LEISURE SERVICES
ADVISORY COMMITTEE
April 23, 2008 MEETING MINUTES

ATTENDANCE:

Board Members:

Tom Boyko	Michelle Thatcher
Lisa Giltner	Paula Davoli
Deborah Schafer	Ben Tucker
Tim Donihi	Judy Putz
Michael Martin	Mike Williams

Staff:

Bryan Nipe, Streetscapes & Trails Manager
Jim Duby, Natural Lands Manager
Julia Thompson, Parks & Recreation Manager
Amy Raub, Natural Lands Volunteer Coordinator
Kathi Clifford, Administrative Assistant

Guests:

Chris Stapleton
Susan Tucker
Robert King
Joanne Logue

LOCATION:

Ed Yarborough Nature Center
Geneva Wilderness Area
3501 County Road 426
Geneva, FL 32732

TIME:

Ben Tucker, called the meeting to order at 6:30 p.m. There is a quorum in attendance.

The pledge to the flag was made.

A motion was made to approve the minutes to the March meeting. The motion was approved unanimously.

OLD BUSINESS:

- **Parks & Recreation Division**
  - None

- **Natural Lands Division**
  - Amy Raub presented the **three conceptual developmental designs** for the **Lake Harney/Crocket Property**. Discussion followed. Michelle Thatcher made a motion to recommend Concept C without using current Natural Lands bond funds but to phase in using other funds as they become available. Judy Putz seconded the motion. There were eight ayes and two nays, the **motion passed**.
  - Jim Duby informed that the St. Johns River Water Management District has expressed an interest in a possible partnership concerning the **Logue property**. Mr. Duby further informed that Joe Abel wants to know if this committee wants to make a recommendation or visit the site. Paula Davoli made a motion for Joe Abel to bring more information to the committee. Mike Williams seconded the motion. Mr. Duby requested to know what information is wanted by the committee. Much discussion followed. Ms. Davoli withdrew her motion. Mr. Williams withdrew his second of the motion. Lisa Giltner made a motion for Joe Abel to bring further information regarding St. Johns River Water Management District participation. Tim Donihi seconded the motion. There was more discussion. The vote on the motion produced four ayes and six nays. The motion failed. Deborah Schafer made a motion to move forward to the Board of County Commissioners to look at partnerships with the St. Johns River Water Management District and others for possible acquisition. Michelle Thatcher seconded the motion. There was further discussion. A vote on the motion produced six ayes and four nays. **The motion passed**.
  -

There was a break from 8:15 p.m. to 8:20 p.m.

- **Streetscapes & Trails Division**
  - Bryan gave a very brief overview of the division.

NEW BUSINESS:

- **Parks & Recreation**
  - Julia Thompson gave a Powerpoint presentation of the Parks & Recreation Division. Discussion followed that included sponsorship opportunities.
- **Natural Lands**
  - None
- **Streetscapes & Trails**
  - Bryan Nipe advised that improvements are being made countywide. He will also be making a presentation to the committee at the next meeting.

OTHER BUSINESS AND FUTURE AGENDA ITEMS:

- Mr. Tucker informed that the Natural Lands Division made a presentation to the BCC for a summer camp program. Mr. Tucker asked Mr. Nipe if the Leisure Services Department could create a structure to enable the committee to sponsor and raise funds to support the Natural Lands summer camp programs. Mr. Nipe

advised that the department is currently working on a program. Ms. Giltner informed that the Animal Services Division has a program in place that might be referred to in development of the Leisure Services program. Paula Davoli made a motion to proceed with structuring a **sponsorship program** to present to the committee. Tom Boyko seconded the motion. The **motion passed** unanimously.

- Mr. Tucker informed that he had received a call regarding **Heath Springs** but did not receive the requested additional information. Ms. Schafer was able to provide additional information. Discussion followed.
- Several committee members expressed a need for clarification of the advisory committee members job. Paula Davoli made a motion for Joe Abel to prepare a **mission statement for the Leisure Services Advisory Committee**. The motion was seconded by Tim Donihi. Discussion followed. The **motion passed** unanimously.
- Mike Williams made a motion to hold the committee meeting from 6:30 p.m. to 8:30 p.m. Discussion followed. Mike Martin suggested amending the motion to allow to make a motion to extend a meeting if it is felt it is necessary. Discussion followed. Mike Williams withdrew his motion. Paula Davoli withdrew her second of the motion. Mike Williams made a motion to **hold the meetings to two hours**. Paula Davoli seconded the motion. Mr. Tucker clarified that the two hours would include public input at three minutes per person, ten minutes per issue, a maximum of thirty minutes from the public at the start of the meetings and that the meetings could be extended with a majority vote. The **motion passed** unanimously.
- **Robert King** addressed the committee. He is a member of the Friends of Lake Jesup. The Friends of Lake Jesup have worked with the St. Johns River Water Management District to identify land to purchase and that the Logue property is on that list. Mr. King further informed that the St. Johns River Water Management District is interested in partnering in land acquisitions but that they want the County to present their interest in doing so. Mr. King offered to bring a representative from the St. Johns River Water Management District to a meeting whenever the committee would like.
- **Chris Stapleton** addressed the committee. He recommended that when the Lake Harney property is presented to the BCC that the historical significance also be presented.

Mr. Tucker adjourned the meeting at 9:35 p.m.

Phase I Crockett Property			
Seminole County In House Services	**Price**		
Trail Clearing and Blazing	Staff and Volunteers		
Interpretative Signage	Eagle Scouts and Graphics Department		
Site Furnishings (Benches, Picnic Tables)	$1,000.00	(volunteer assembly)	
Contract Services	**Price**		
Bridge/culvert Stabilization	$5,000.00		
Cabin Restoration (Exterior)	$102,600.00		
Wildlife Viewing Platform per FCT Grant	$10,000.00		
Total to open property with minimal amenities	**$118,600.00**		

PROJECT NAME: Lake Harney Wilderness Area
GJ PROJECT NO.: 20554
DATE: April 21, 2008 revised May 20, 2008
PROJECT PHASE: Concept 'A' Minimal

OPINION OF PROBABLE COST

Item No.	Item	Quantity	Unit	Price	Subtotal	Description
A.	**Start-Up and Site Work**					
1.	Mobilization and General Conditions	1	lump sum	$29,000.00	$29,000.00	5% of construction cost
2.	Survey and Layout	1	lump sum	$10,000.00	$10,000.00	
3.	Site Clearing (selective)	3	ac	$4,000.00	$12,000.00	
4.	Site Grading w/on-site balancing	1	ac	$5,500.00	$5,500.00	Trails, Access road, Structure footprints
5.	Erosion Control	8,800	ln ft	$2.15	$18,920.00	silt fence
	Subtotal				**$75,420.00**	
C	**Hardscape**					
2.	Multi-use Trails	0	ln ft	$0.00		assumes design and installation by owner
4.	Pedestrian Trails	0	ln ft	$0.00		assumes design and installation by owner
	Subtotal				**$0.00**	
D	**Park Facilities**					
2.	Wildlife Observation Tower	1	each	$150,000.00	$150,000.00	20 x 20, 3 Story wood structure
3.	Observation Platform/ Wildlife Blind	1	each	$50,000.00	$50,000.00	20 x 20 Roofed wood structure
6.	Site Furnishings	1	allowance	$20,000.00	$20,000.00	Benches, Trash Recepticles, Picnic Tables
7.	Interpretive Signage	1	allowance	$20,000.00	$20,000.00	Along trails and at areas of interest
8.	Signing and Wayfinding	1	allowance	$10,000.00	$10,000.00	Entry, directional, regulatory
9.	Canoe Launch	1	allowance	$5,000.00	$5,000.00	Signage, bank stabilization
10.	Bridge Repair	1	allowance	$5,000.00	$5,000.00	
	Subtotal				**$260,000.00**	
E	**Landscape**					
1.	Reforestation	10	ac	$0.00	$0.00	Funding from other sources
2.	Wetland Mitigation	1.1	ac	$95,000.00	$104,500.00	Footprint of structures in the wetland
3.	Eagle Mitigation	0	ac	$0.00		No conservation measures required; seasonal use in secondary zone only
4.	Landscaping	1	allowance	$30,000.00	$30,000.00	Planting per code, buffer areas, parking areas, shade, accents
	Subtotal				**$134,500.00**	
	Totals					
	Subtotal				**$469,920.00**	
	Contingency (20%)				$120,397.20	
	Design and Permitting (12%)				$72,238.32	
	GC Overhead, Profit and Insurance (12%)				$72,238.32	
	Grand Total				**$734,793.84**	

Glatting Jackson Kercher Anglin Lopez Rinehart, Inc. has no control over the cost of labor, materials, or equipment, the Contractor's method of determining prices or competitive bidding or market conditions. Therefore, our opinions of probable construction costs provided for herein are made on the basis of experience and represent our best judgment as Landscape Architects familiar with the construction industry. The firm cannot and does not guarantee that proposals, bids or the construction cost will not vary from our opinions of probable costs. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of an independent cost estimator.

PROJECT NAME: Lake Harney Wilderness Area
GJ PROJECT NO.: 20554
DATE: April 21, 2008 revised May 20, 2008
PROJECT PHASE: Concept 'B' Moderate

OPINION OF PROBABLE COST

Item No.	Item	Quantity	Unit	Price	Subtotal	Description
A.	**Start-Up and Site Work**					
1.	Mobilization and General Conditions	1	lump sum	$79,000.00	$79,000.00	5% of construction cost
2.	Survey and Layout	1	lump sum	$25,000.00	$25,000.00	
3.	Site Clearing (selective)	5	ac	$4,000.00	$20,000.00	
4.	Site Grading w/on-site balancing	1	ac	$5,500.00	$5,500.00	Trails, Access road, Structure footprints
5.	Erosion Control	11,200	ln ft	$2.15	$24,080.00	silt fence
	Subtotal				**$153,580.00**	
B	**Utilities**					
1.	Electrical Service Supply	1	allowance	$100,000.00	$100,000.00	transformers, supply, conduits, meters, upgrades and wire runs
	Subtotal				**$100,000.00**	
C	**Hardscape**					
1.	Vehicular Access Road	1,800	ln ft	$30.00	$54,000.00	#57 Gravel, Alternative paving for HC parking spaces
2.	Multi-use Trails	0	ln ft	$0.00		assumes design and installation by owner
3.	Boardwalks	1,200	ln ft	$250.00	$300,000.00	6' Wide, wood
4.	Pedestrian Trails	0	ln ft	$0.00		assumes design and installation by owner
	Subtotal				**$354,000.00**	
D	**Park Facilities**					
1.	Picnic Pavilion	1	each	$15,000.00	$15,000.00	15 x 15 Wood Pavilion
2.	Wildlife Observation Tower	1	each	$150,000.00	$150,000.00	20 x 20, 3 Story wood structure
3.	Observation Platform/ Wildlife Blind	1	each	$50,000.00	$50,000.00	20 x 20 Roofed wood structure
4.	St Johns Observation Deck	900	sf	$40.00	$36,000.00	30 x 30 Observation deck
5.	Interpretive Pavilion	1,800	allowance	$270,000.00	$270,000.00	30' x 60' Wood Pavilion, Interpretive Displays, Picnic Tables
6.	Site Furnishings	1	allowance	$20,000.00	$20,000.00	Benches, Trash Recepticles, Picnic Tables
7.	Interpretive Signage	1	allowance	$20,000.00	$20,000.00	Along trails and at areas of interest
8.	Signing and Wayfinding	1	allowance	$10,000.00	$10,000.00	Entry, directional, regulatory
9.	Canoe Launch	1	allowance	$5,000.00	$5,000.00	Signage, bank stabilization
10.	Existing Cabin Renovations	1	allowance	$100,000.00	$100,000.00	Exterior upgrade, interpretive signage along exterior.
	Subtotal				**$676,000.00**	

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GJ PROJECT NO.: 20554
DATE: April 21, 2008 revised May 20, 2008
PROJECT PHASE: Concept 'B' Moderate

Item No.	Item	Quantity	Unit	Price	Subtotal	Description
E	**Landscape**					
1.	Reforestation	10	ac	$0.00	$0.00	Funding from other sources
2.	Wetland Mitigation	1.1	ac	$95,000.00	$104,500.00	Footprint of structures in the wetland
3.	Eagle Mitigation	1	allowance	$35,000.00	$35,000.00	Primary zone impacts*
4.	Landscaping	1	allowance	$30,000.00	$30,000.00	Planting per code, buffer areas, parking areas, shade, accents
	Subtotal				**$169,500.00**	
	Totals					
	Subtotal				**$1,453,080.00**	
	Contingency (20%)				$308,058.14	
	Design and Permitting (12%)				$184,834.80	
	GC Overhead, Profit and Insurance (12%)				$184,834.80	
	Grand Total				**$2,130,807.74**	

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*Based upon the Bald Eagle Management Plan (April 2008) two conservation measures are required to offset impacts to the primary zone of a nest. Assumptions for this analysis inlcude protection of the primary zone under easement and a 35,000 donation to the Bald Eagle Protection Fund.

PROJECT NAME: Lake Harney Wilderness Area
GJ PROJECT NO.: 20554
DATE: April 21, 2008 revised May 20, 2008
PROJECT PHASE: Concept 'C' Maximum

OPINION OF PROBABLE COST

Item No.	Item	Quantity	Unit	Price	Subtotal	Description
A.	**Start-Up and Site Work**					
1.	Mobilization and General Conditions	1	lump sum	$0.00	$0.00	5% of construction cost
2.	Survey and Layout	1	lump sum	$40,000.00	$40,000.00	
3.	Site Clearing (selective)	5	ac	$4,000.00	$20,000.00	
4.	Site Grading w/on-site balancing	1	ac	$5,500.00	$5,500.00	Trails, Access road, Structure footprints
5.	Erosion Control	11,200	ln ft	$2.15	$24,080.00	silt fence
	Subtotal				**$89,580.00**	
B	**Utilities**					
1.	Water Service Extensions & Upgrades	1	allowance	$25,000.00	$25,000.00	Residential well serving cartaker, water fountain, and spicket for horse trough
2.	Electrical Service Supply	1	allowance	$100,000.00	$100,000.00	transformers, supply, conduits, meters, upgrades and wire runs
	Subtotal				**$125,000.00**	
C	**Hardscape**					
1.	Vehicular Access Road	1,800	ln ft	$30.00	$54,000.00	#57 Gravel, Alternative paving for HC parking spaces
2.	Flagler Trail Paving	32,000	sq ft	$0.00	$0.00	Environmentally friendly material not yet determined
3.	Multi-use Trails	12,000	ln ft	$0.00	$0.00	assumes design and installation by owner
4.	Boardwalks	3,600	ln ft	$250.00	$900,000.00	6' Wide, wood
5.	Pedestrian Trails	6,000	ln ft	$0.00	$0.00	assumes design and installation by owner
	Subtotal				**$954,000.00**	
D	**Park Facilities**					
1.	Picnic Pavilion	1	each	$15,000.00	$15,000.00	15 x 15 Wood Pavilion
2.	Wildlife Observation Tower	1	each	$150,000.00	$150,000.00	20 x 20, 3 Story wood structure
3.	Observation Platform/ Wildlife Blind	1	each	$50,000.00	$50,000.00	20 x 20 Roofed wood structure
4.	St Johns Observation Deck/ Fishing Pier	3,000	sf	$40.00	$120,000.00	10' Wide
5.	Interpretive Pavilion	1,800	allowance	$270,000.00	$270,000.00	30' x 60' Wood Pavilion, Interpretive Displays, Picnic Tables
6.	Caretakers Residence	1	each	$100,000.00	$100,000.00	1,000 sf residence
7.	Self- composting Restroom	1	each	$35,000.00	$35,000.00	2 Restrooms, ADA accessable, Solar powered
8.	Site Furnishings	1	allowance	$30,000.00	$30,000.00	Benches, Trash Recepticles, Water fountains, Horse trough, Picnic Tables
9.	Interpretive Signage	1	allowance	$20,000.00	$20,000.00	Along trails and at areas of interest
10.	Signing and Wayfinding	1	allowance	$10,000.00	$10,000.00	Entry, directional, regulatory
11.	Canoe Launch	1	allowance	$5,000.00	$5,000.00	Signage, bank stabilization
12.	Existing Cabin Renovations	1	allowance	$200,000.00	$200,000.00	Exterior/interior upgrade
	Subtotal				**$1,005,000.00**	

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GJ PROJECT NO.: 20554
DATE: April 21, 2008 revised May 20, 2008
PROJECT PHASE: Concept 'C' - Maximum

Item No.	Item	Quantity	Unit	Price	Subtotal	Description
E	**Landscape**					
1.	Reforestation	10	ac	$0.00	$0.00	Funding from other sources
2.	Wetland Mitigation	1.1	ac	$95,000.00	$104,500.00	Footprint of structures in the wetland
3.	Eagle Mitigation	1	allowance	$35,000.00	$35,000.00	Primary zone impacts
4.	Landscaping	1	allowance	$30,000.00	$30,000.00	Planting per code, buffer areas, parking areas, shade, accents
	Subtotal				**$169,500.00**	
	Totals					
	Subtotal				**$2,343,080.00**	
	Contingency (20%)				**$468,616.00**	
	Design and Permitting (12%)				**$337,403.52**	
	GC Overhead, Profit and Insurance (12%)				**$337,403.52**	
	Grand Total				**$3,486,503.04**	

Glatting Jackson Kercher Anglin Lopez Rinehart, Inc. has no control over the cost of labor, materials, or equipment, the Contractor's method of determining prices or competitive bidding or market conditions. Therefore, our opinions of probable construction costs provided for herein are made on the basis of experience and represent our best judgment as Landscape Architects familiar with the construction industry. The firm cannot and does not guarantee that proposals, bids or the construction cost will not vary from our opinions of probable costs. If the Owner wishes greater assurances as to the construction cost, we recommend the employment of an independent cost estimator.

*Based upon the Bald Eagle Management Plan (April 2008) two conservation measures are required to offset impacts to the primary zone of a nest. Assumptions for this analysis inlcude protection of the primary zone under easement and a 35,000 donation to the Bald Eagle Protection Fund.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Guaranteed Maximum Price (GMP) and Contract Time contract amendment for renovation of the John E. Polk Correctional Facility

DEPARTMENT: Administrative Services **DIVISION:** Administration - Administrative Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Stephanie Kobrin **EXT:** 5252

MOTION/RECOMMENDATION:
1. Approve and authorize the Chairman to execute Amendment #1 Guaranteed Maximum Price (GMP) and Contract Time agreement for expansion of the John E. Polk Correctional Facility setting a GMP of $27,744,412.00.
2. Acceptance of Amendment #2 for the alternate for the third floor shell-out addition ($1,772,591).

County-wide Frank Raymond

BACKGROUND:

On August 8, 2006, the BCC approved the Construction Manager at Risk Agreement with Skanska/Wharton Smith for the John E. Polk Correctional Facility Expansion with an estimated construction budget of $28,000,000. The project components include an additional 288 beds, new intake/release facility, and re-model of kitchen, laundry and administrative space. Following is a complete breakdown of the current project budget:

Construction $27,744,412

Design $3,270,379

Owner's Rep $1,171,001

Permitting & Impact Fees $599,620

FF&E $200,000

Soil & material testing $150,000

IT infrastructure $110,000

Builder's Risk Insurance $109,859

Threshold inspection $100,000

Contingency/Third Floor Alternate $3,036,200

Total $36,491,471

Staff has negotiated with Skanska/Wharton Smith for a GMP of $27,744,412 with a project timeline of June 2008 through March 2010.

An alternate has been proposed for shell-out construction of the third floor which will provide room for an additional 144 beds in the future. The third floor will have the necessary infrastructure for all required mechanical, electrical and plumbing systems.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Guaranteed Maximum Price (GMP) and Contract Time amendment for renovation of the John E. Polk Correctional Facility setting a GMP of $27,744,412.00. Staff also requests direction from the Board regarding acceptance of the alternate for the third floor shell-out addition ($1,772,591).

ATTACHMENTS:

1. Amendment 2

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

AIA® Document A121™CMc – 2003
Amendment No. 1

AMENDMENT NO. 1
TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Section 2.2 of the Agreement, dated November 1, 2006 between Seminole County, Florida a political subdivision of the State of Florida (Owner) and Skanska/Wharton- Smith Joint Venture. (the Construction Manager), for John E. Polk Correctional Facility Expansion (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE I GUARANTEED MAXIMUM PRICE
The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, is Twenty-Seven Million, Seven Hundred Forty Four Thousand, Four Hundred and Twelve Dollars ($27,744,412.00). This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through E, as follows:

Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Conditions of the Contract on which the Guaranteed Maximum Price is based, pages 1 through 13 , dated April 29,2008.

Exhibit B
(Paragraphs deleted)
Assumptions and Clarifications made in preparing the Guaranteed Maximum Price, pages
1 through 14, dated May 28, 2008.

Exhibit C GMP Schedule, pages 1 through 4, dated April 28, 2008.

Exhibit D GMP Estimate Summary and Alternate Pricing, pages 1 through 12, dated May 28, 2008

Exhibit E Proposal of Insurance Builders Risk Insurance: Final Revision April 29, 2008.

Init.
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User Notes:

(2253405055)

ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment is: April 19, 2010

OWNER	**CONSTRUCTION MANAGER**
(Signature)	*(Signature)*
(Printed name and title)	*(Printed name and title)*
Date	**Date**
ATTEST	**ATTEST**

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User Notes:

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Wharton-Smith, Inc
CONSTRUCTION GROUP

John E. Polk Correctional Expansion
GMP Exhibit A - Document Log

ITEM	DESCRIPTION	DATE	REVISION
Cover	Cover	12/17/2007	
A0.01	Sheet Index	12/17/2007	1/28/2008
A0.02	Project Information	12/17/2007	
A0.03	Project Information	12/17/2007	
A0.04	U.L. Design Systems	12/17/2007	
A1.10A	Site Plan	12/17/2007	
A1.10B	Site Plan	12/17/2007	
G1.01	Site Plan	12/17/2007	
ALS.10	Life Safety Plan	12/17/2007	1/28/2008
ALS.10	Life Safety Plan- Add Alternate #3	1/14/2008	
ALS.11	Life Safety Plan	12/17/2007	
C1.01	Overall Site Plan	12/17/2007	1/28/2008
C1.02	Survey	12/17/2007	
C1.03	Survey	12/17/2007	
C1.04	General Notes	12/17/2007	
CD1.05	Demolition Plan	12/17/2007	1/28/2008
CD1.06	Demolition Plan	12/17/2007	1/28/2008
C1.05	Paving, Grading & Drainage Plan	12/17/2007	1/28/2008
C1.06	Paving, Grading & Drainage Plan	12/17/2007	1/28/2008
C1.07	Typlical Sections & Details	12/17/2007	1/28/2008
C1.08	Utility Adjustment Plan	12/17/2007	1/28/2008
C1.09	Utility Adjustment Plan	12/17/2007	1/28/2008
C1.10	Utility Adjustment Notes	12/17/2007	
C1.11	Utility Adjustment Details	12/17/2007	
C1.12	Utility Adjustment Details	12/17/2007	
C1.13	Utility Adjustment Details	12/17/2007	
C1.14	Utility Adjustment Details	12/17/2007	
C1.15	Utility Adjustment Details	12/17/2007	
L1.00	Landscape Plan and Legend	12/17/2007	1/28/2008
L1.01	Landscape Notes and Details	12/17/2007	1/14/2008
L2.00	Irrigation Plan	12/17/2007	1/28/2008
L2.01	Irrigation Notes and Details	12/17/2007	1/14/2008
AD.15A	Maintenance Slab Demolition	12/17/2007	1/14/2008
AD.15B	Mintenance Demolition Plan	12/17/2007	1/14/2008
AD.15C	Maintenance Building Reflected Ceiling Demolition	12/17/2007	1/28/2008
AD.15D	Maintenance Building Roof Demolition	12/17/2007	1/28/2008
AD.15E	Kitchen Demolition Photos	12/17/2007	
AD.16A	Administration Building Demo Plan	12/17/2007	1/14/2008
AD.16B	Administration Building Demolition Photos	12/17/2007	
AD.16C	Administration Building - Demo RCP	12/17/2007	1/28/2008
AD.16D	Administration Building - Demolition Roof Plan	12/17/2007	1/28/2008
AD.17D	Existing Core3 Demolition Plan	12/17/2007	1/14/2008
AD.17E	Wall Sections and Existing Elevations	12/17/2007	1/14/2008
A1.11	Security Fence Details	12/17/2007	

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Wharton-Smith, Inc
CONSTRUCTION GROUP

John E. Polk Correctional Expansion
GMP Exhibit A - Document Log

ITEM	DESCRIPTION	DATE	REVISION
A1.12	Security Perimeter Identification	12/17/2007	1/28/2008
A1.12A	Security Perimeter Identification - Add Alternate #3	1/14/2008	
A1.13	Security Perimeter Identification	12/17/2007	1/28/2008
A2.10	Floor Plan- Level One- Zone A	12/17/2007	1/28/2008
A2.11	Floor Plan- Level One- Zone B	12/17/2007	1/28/2008
A2.12	Floor Plan- Connecting Corridor Zone D	12/17/2007	1/14/2008
A2.13	Floor Plan, Roof Plan, Elevations, Sections, Details - CEP - Zone	12/17/2007	1/28/2008
A2.15	Kitchen - New Construction	12/17/2007	1/28/2008
A2.16	Administration Building - New Construction	12/17/2007	1/14/2008
A2.20	Floor Plan- Level Two- Zone A	12/17/2007	1/28/2008
A2.20A	Floor Plan- Level Three - Zone A - Add Alternate #3	1/14/2008	
A2.26	Roof Plan Administration Building	1/28/2008	
A2.30	Roof Plan- Zone A	12/17/2007	1/28/2008
A2.30A	Roof Plan- Zone A- Add Alternate #3	1/14/2008	
A2.31	Roof Plan- Zone B	12/17/2007	1/28/2008
A2.32	Roof Plan- Connecting Corridor Zone D	12/17/2007	1/14/2008
A2.33	Maintenance Building Roof Plan	12/17/2007	1/28/2008
A2.40	Enlarged Floor Plans	12/17/2007	1/28/2008
A2.41	Enlarged Floor Plans	12/17/2007	1/28/2008
A2.50	Bituminous Roof Details	12/17/2007	
A3.01	Partition Types	12/17/2007	1/28/2008
A3.10	Metal Fabrications 01	12/17/2007	
A3.11	Metal Fabrications 02	12/17/2007	
A3.12	Interior Expansion Joints	12/17/2007	1/28/2008
A3.20	Florida Toilet Layouts and STD Accessories	12/17/2007	1/28/2008
A3.21	Toilet Elevations	12/17/2007	1/28/2008
A3.30	Tiolet-Shower Elevations	12/17/2007	1/28/2008
A3.31	Borrowed Lite Schedule	12/17/2007	
A3.32A	Door Schedule	12/17/2008	1/28/2008
A3.32B	Door Schedule	12/17/2008	1/28/2008
A3.32C	Door Details	12/17/2008	1/28/2008
A3.50	Interior Elevations	12/17/2007	1/28/2008
A3.51	Interior Elevations	12/17/2007	1/28/2008
A3.52	Interior Elevations	12/17/2007	1/28/2008
A3.53	Interior Elevations	12/17/2007	1/28/2008
A3.54	Interior Elevations	12/17/2007	1/28/2008
A3.55	Interior Elevations	12/17/2007	1/28/2008
A3.60	Millwork Sections and Details	12/17/2007	1/14/2008
A3.61	Millwork Sections and Details	12/17/2007	1/28/2008
A3.62	Casework Details	12/17/2007	
A3.70	Interior Security Details	12/17/2007	
A4.10	Reflected Ceiling Plan- Level One- Zone A	12/17/2007	1/28/2008
A4.11	Reflected Ceiling Plan- Level One- Zone B	12/17/2007	1/14/2008
A4.12	Reflected Ceiling Plan- Connecting Corridor, Zone D	12/17/2007	1/14/2008

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Wharton-Smith, Inc
CONSTRUCTION GROUP

John E. Polk Correctional Expansion
GMP Exhibit A - Document Log

ITEM	DESCRIPTION	DATE	REVISION
A4.15	Maintenance Building New Reflected Ceiling Plan	12/17/2007	1/14/2008
A4.16	Administration Bldg - New RCP	12/17/2007	1/14/2008
A4.20	Reflected Ceiling Plan- Level Two- Zone A	12/17/2007	1/28/2008
A4.20A	Reflected Ceiling Plan- Level Three- Zone A- Add Alternate #3	1/14/2008	
A4.30	Ceiling Details	12/17/2007	
A5.10	Exterior Elevations	12/17/2007	1/28/2008
A5.10A	Exterior Elevations - Add Alternate #3	1/14/2008	
A5.11	Exterior Elevations	12/17/2007	
A5.11A	Exterior Elevations - Add Alternate #3	1/14/2008	
A5.12	Exterior Elevations	12/17/2007	1/28/2008
A5.13	Exterior Elevations	12/17/2007	1/28/2008
A5.14	Exterior Elevations	12/17/2007	1/14/2008
A5.15	Maintenance Building Interior Elevations	12/17/2007	
A5.20	Window Type and Details	1/28/2008	
A6.10	Building Sections	12/17/2007	1/28/2008
A6.10A	Building Sections- Add Alternate #3	1/14/2008	
A6.11	Building Sections	12/17/2007	1/28/2008
A6.11A	Building Sections- Add Alternate #3	1/14/2008	
A6.12	Building Sections	12/17/2007	1/28/2008
A6.20	Wall Sections	12/17/2007	1/28/2008
A6.20A	Building Sections- Add Alternate #3	1/14/2008	
A6.21	Wall Sections	12/17/2007	1/28/2008
A6.21A	Building Sections- Add Alternate #3	1/14/2008	
A6.22	Wall Sections	12/17/2007	1/28/2008
A6.23	Wall Sections	12/17/2007	1/28/2008
A6.24	Wall Sections	12/17/2007	1/28/2008
A7.01	Direct Bond Plaster Details 01	12/17/2007	1/28/2008
A7.02	Direct Bond Plaster Details 02	12/17/2007	1/28/2008
A7.03	Typlical Tilt-Up Panel Details	12/17/2007	1/28/2008
A7.04A	EIFS Details 01	12/17/2007	1/28/2008
A7.04B	EIFS Details 02	1/28/2008	
A7.05	Brick Details-Batt Insulation 01	12/17/2007	
A7.06	Brick Details-Batt Insulation 02	12/17/2007	
A7.07	Brick Details-Rigid Insulation 01	12/17/2007	1/28/2008
A7.08	Brick Details-Rigid Insulation 02	12/17/2007	1/28/2008
A7.09A	Cement Plaster-Details 01	12/17/2007	
A7.09B	Cement Plaster-Details 02	12/17/2007	
A7.10	Enlarged Plan Details	12/17/2007	1/28/2008
A7.11	Enlarged Plan Details	12/17/2008	1/28/2008
A7.20	Enlarged Section Details	12/17/2007	1/28/2008
A7.21	Enlarged Section Details	12/17/2007	1/28/2008
A7.22	Enlarged Plan Details	12/17/2007	
A7.23	Enlarged Plan Details	12/17/2007	
A8.10	Stair Plan and Details	12/17/2007	1/28/2008

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Wharton-Smith, Inc
CONSTRUCTION GROUP

John E. Polk Correctional Expansion
GMP Exhibit A - Document Log

ITEM	DESCRIPTION	DATE	REVISION
A8.10A	Stair Plan and Details- Add Alternate #3	1/14/2008	
A8.11	Concrete Stair Plans, Sections, and Details	12/17/2007	
A8.20	Elevator Plans and Sections	12/17/2007	1/28/2008
A8.20A	Elevator Plans and Sections- Add Alternate #3	1/14/2008	
A8.21	Elevator Details	12/17/2007	1/28/2008
A9.00A	Finish Schedule and Transition Details	12/17/2007	
A9.00B	Finish Schedule and Transition Details	12/17/2007	
A9.10	Finish Location Plan- Level One Zone A	1/14/2008	
A9.11	Finish Location Plan- Level 1 Zone B	1/14/2008	
A9.12	Finish Location Plan- connection Corridor Zone D	1/14/2008	
A9.20	Finish Location Plan- Level Two Zone A	1/14/2008	
G2.01	Floor Plan- Level One- Zone B	12/17/2007	
G2.02	Floor Plan- Level One- Zone A	12/17/2007	
G2.03	Floor Plan- Level Two- Zone A	12/17/2007	
G2.20A	Floor Plan- Level Three- Zone A- Add Alternate #3	1/14/2008	
S0.01	General Notes	12/17/2007	
S2.10	Foundation Plan Zone A	12/17/2007	1/28/2008
S2.10.1	Slab On Grade Zone A	12/17/2007	1/28/2008
S2.11	Foundation Plan Zone B	12/17/2007	1/28/2008
S2.11.1	Slab On Grade Zone B	12/17/2007	
S2.12	Foundation Plan- Connecting Corridor, Zone D	12/17/2007	1/28/2008
S2.13	Foundation and Roof Plan Zone C	12/17/2007	1/28/2008
S2.15	Kitchen- New Construction	12/17/2007	1/28/2008
S2.20	Framing Plan Zone A and Zone Office	12/17/2007	1/28/2008
S2.20A	Floor Plan- Level Three- Zone A- Add Alternate #3	1/14/2008	
S2.30	Roof Framing Plan Zone A and Zone Office	12/17/2007	1/28/2008
S2.30A	Roof Plan- Zone A- Add Alternate #3	1/14/2008	
S2.31	Low Roof and Roof Framing Plan Zone B	12/17/2007	1/28/2008
S2.32	Roof Framing Plan - Connecting Corridor, Zone D	12/17/2007	1/28/2008
S2.40	Tilt Wall Elevations	12/17/2007	
S2.41	Tilt Wall Elevations	12/17/2007	
S2.42	Tilt Wall Elevations	12/17/2007	
S2.43	Tilt Wall Elevations	12/17/2007	
S2.44	Tilt Wall Elevations	12/17/2007	
S2.45	Tilt Wall Elevations- Zone D	12/17/2007	
S2.46	Tilt Wall Elevations- Zone D	12/17/2007	1/28/2008
S2.47	Typical Tilt Wall Sections and Details	12/17/2007	1/28/2008
S3.01	Typical Foundation Sections and Details	12/17/2007	
S3.02	Typical Foundation Sections and Details	12/17/2007	
S3.10	Foundation Sections and Details	12/17/2007	
S4.01	Typical Framing Sections and Details	12/17/2007	
S4.02	Typical Framing Sections and Details	12/17/2007	1/28/2008
S4.03	Typical Masonry Framing Sections and Details	12/17/2007	1/28/2008
S4.10	Framing Sections and Details	12/17/2007	1/28/2008

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S4.11	Framing Sections and Details	12/17/2007	
E0.01	Electrical Symbol Legend, Notes, & Index	12/17/2007	1/14/2008
E0.02	Light Fixture Schedules	12/17/2007	1/28/2008
E0.03	Lighting Controls	12/17/2007	
E1.10	Site Plan Electrical	12/17/2007	1/28/2008
EDP2.15	Kitchen Demo Plan Power	12/17/2007	
EDL2.15	Kitchen Demo Plan Lighting	12/17/2007	1/28/2008
ED2.16	Administration Demo Plan Electrical	12/17/2007	
EP2.10	Power Plan - Level One Area A	12/17/2007	1/28/2008
EP2.11	Power Plan - Level One Area B	12/17/2007	1/14/2008
EP2.12	Power Plan - Level One Area C	12/17/2007	
EP2.15	Kitchen New Construction Power Plan	12/17/2007	1/14/2008
EP2.16	Administration New Construction Power Plan	12/17/2007	1/28/2008
EP2.20	Power Plan - Level Two Area A	12/17/2007	1/28/2008
EP2.21	Electrical Roof Plan- Area B	12/17/2007	1/28/2008
EP2.22	Electrical Roof Plans-Areas C and D	12/17/2007	
EP2.25	Kitchen Roof Plan Electrical	12/17/2007	1/28/2008
EP2.30	Power Plan Level Three Area A	12/17/2007	1/28/2008
EP2.30A	Power Plan Level Three Area A- Add alternate #3	1/14/2008	
EP2.40	Electrical Roof Plan- Area A	12/17/2007	1/28/2008
EP2.41	Lightning Protection Roof Plans- Areas A,C, and D	12/17/2007	1/28/2008
EL2.10	Lighting Plan - Level One Area A	12/17/2007	1/28/2008
EL2.11	Lighting Plan - Level One Area B	12/17/2007	1/28/2008
EL2.12	Lighting Plans - Level One Areas C and D	12/17/2007	1/28/2008
EL2.15	Kitchen New Construction Lighting Plan	12/17/2007	1/28/2008
EL2.16	Administration New Construction Lighting Plan	12/17/2007	1/28/2008
EL2.20	Lighting Plan - Level Two Area A	12/17/2007	1/28/2008
EL2.30	Lighting Plan - Level Three Area A	12/17/2007	1/14/2008
E3.01	Enlarged Electrical Plans- Areas A and B	12/17/2007	1/28/2008
E4.01	Power One-Line Diagram	12/17/2007	1/28/2008
E4.02	Fire Alarm Riser Diagram	12/17/2007	
E5.01	Details Electrical	12/17/2007	
E5.02	Details Electrical	12/17/2007	
E5.03	Details Electrical	12/17/2007	1/28/2008
E6.01	Mechanical Equip. Connection Schedule	12/17/2007	1/28/2008
E6.02	Panel Schedules	12/17/2007	1/28/2008
E6.03	Panel Schedules	12/17/2007	1/28/2008
E6.04	Panel Schedules	12/17/2007	1/28/2008
E6.05	Panel Schedules	12/17/2007	1/28/2008
E6.06	Panel Schedules	12/17/2007	1/28/2008
E6.07	Panel Schedules	12/17/2007	1/28/2008
E6.08	Panel Schedules	12/17/2007	
E6.09	Panel Schedules	12/17/2007	
E6.10	Panel Schedules	12/17/2007	1/28/2008

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ITEM	DESCRIPTION	DATE	REVISION
M0.01	HVAC Legend General Notes and Sheet Index	12/17/2007	
M1.10	Site Plan HVAC	12/17/2007	
MD2.15	Kitchen Demo HVAC Plan	12/17/2007	
MD2.25	Roof Plan Demo Kitchen HVAC Plan	12/17/2007	
MD2.35	Enlarged Central Energy Plant- Demo Piping Plan	12/17/2007	
M2.10	Level 1- Area A- HVAC Plan	12/17/2007	1/28/2008
M2.11	Level 1- Area B- HVAC Plan	12/17/2007	1/28/2008
M2.12	Level One- Area D Level Three- Area A HVAC Plans	12/17/2007	
M2.15	Maintenance New Construction HVAC Plan	12/17/2007	
M2.20	Level 1- Area A- HVAC Plan	12/17/2007	1/28/2008
M2.21	HVAC Roof Plan- Area B	12/17/2007	1/28/2008
M2.25	Maintenance Roof HVAC Plan	12/17/2007	1/28/2008
M2.30A	Level three - Area A - HVAC Plan	1/14/2008	1/28/2008
M2.40	Roof Plan- HVAC- Area A	12/17/2007	
M2.40A	Roof Plan- Area A - HVAC Plan	1/14/2008	
M3.00	Enlarged Mechanical Room HVAC Plans	12/17/2007	1/28/2008
M3.01	Enlarged Mechanical Room HVAC Plans	12/17/2007	1/28/2008
M3.03	Enlarged Kitchen HVAC Plan	12/17/2007	
M3.20	Enlarged Central Energy Plant- Piping Plan	12/17/2007	1/28/2008
M5.01	HVAC Details	12/17/2007	1/28/2008
M5.02	HVAC Details	12/17/2007	1/28/2008
M5.03	HVAC Details	12/17/2007	1/28/2008
M5.04	HVAC Details	12/17/2007	
M5.05	HVAC Details	12/17/2007	
M6.01	HVAC Schedules	12/17/2007	1/28/2008
M6.02	HVAC Schedules	12/17/2007	1/28/2008
M7.01	HVAC Controls	12/17/2007	1/28/2008
M7.02	HVAC Controls	12/17/2007	1/28/2008
M7.03	HVAC Controls	12/17/2007	
M7.04	HVAC Smoke Controls	12/17/2007	1/28/2008
F1.00	Legend, Notes, Symbols, Schedules	12/17/2007	1/14/2008
FD2.15	Kitchen Demo Plan Fire Protection	12/17/2007	
FD2.16	Administration Demo Plan Fire Protection	12/17/2007	
F2.10	Fire Protection Plan Level One- Area A	12/17/2007	1/28/2008
F2.11	Fire Protection Plan Level One- Area B	12/17/2007	
F2.12	Fire Protection Plan Level One- Area D	12/17/2007	
F2.15	Kithcen New Construction Fire Potection Plan	12/17/2007	
F2.16	Adinistration New Construction Fire Potection Plan	12/17/2007	
F2.20	Fire Protection Plan -Level Two -Area A	12/17/2007	
F2.30A	Fire Protection Plan- Level Three- Area A	1/14/2008	1/28/2008
F3.00	Fire Protection Details	12/17/2007	
F3.10	Fire Protection Details	12/17/2007	1/28/2008
P1.00	Legend, Notes, Symbols, And Schedules	12/17/2007	1/14/2008
PD2.15	Kitchen Demo Plan Plumbing	12/17/2007	1/28/2008

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PD2.16	Administration Demo Plan Plumbing	12/17/2007	
P2.10	Plumbing- Level One- Area A	12/17/2007	1/14/2008
P2.11	Plumbing- Level One- Area B	12/17/2007	1/14/2008
P2.12	Plumbing- Level One- Area C and D	12/17/2007	
P2.15	Kitchen New Construction Plumbing Plan	12/17/2007	
P2.16	Administration New Construction Plumbing Plan	12/17/2007	1/14/2008
P2.20	Plumbing Plan - Level Two	12/17/2007	1/14/2008
P2.30	Plumbing Roof Plans - Area A	12/17/2007	
P2.30A	Plumbing Roof Plans - Level 3	1/14/2008	
P2.41	Plumbing Enlarged Plans	12/17/2007	1/14/2008
P2.42	Plumbing Enlarged Kitchen Plan	12/17/2007	
P3.00	Plumbing Details	12/17/2007	1/28/2008
P4.01	Plumbing Riser Diagrams	12/17/2007	
P4.02	Plumbing Riser Diagrams Level One B	12/17/2007	
T0.10	Symbol Legend General Notes Sheet Index	12/17/2007	1/14/2008
T1.10	Site Plan -Technology	12/17/2007	1/28/2008
TD2.15	Kitchen Demo Plan Technology	12/17/2007	
TD2.16	Administration Demo Plan Technology	12/17/2007	1/28/2008
T2.10	Technology Plan- Level One- Area A	12/17/2007	
T2.11	Technology Plan- Level One- Area B	12/17/2007	1/28/2008
T2.12	Technology Plan- Level One- Areas C and D	12/17/2007	1/28/2008
T2.15	Kitchen New Construction Technology Plan	12/17/2007	1/28/2008
T2.16	Administration New Construction Technology Plan	12/17/2007	
T2.20	Technology Plan- Level Two- Area A	12/17/2007	1/28/2008
T2.30A	Technology Plan Level Three- Area A, Add Alternate #3	1/14/2008	
T2.40	Technology Roof Plans- Level Three- Zones A and C	12/17/2007	1/14/2008
T2.40A	Technology Roof Plans - Area A, Add Alternate #3	1/14/2008	
T4.11	Enlarged Plans- Technolgoy	12/17/2007	
T5.11	Riser Diagrams- Technology	12/17/2007	
T5.12	Riser Diagrams- Technology	12/17/2007	
T5.13	Riser Diagrams- Technology	12/17/2007	
T6.11	Rack Elevations- Technology	12/17/2007	
T6.31	Security CCTV and Equipment Matrixes	12/17/2007	1/28/2008
T7.11	Voice/Data Details	12/17/2007	
T7.12	Voice/Data Details	12/17/2007	
T7.13	Voice/Data Details	12/17/2007	
T7.21	Audio/Video Details	12/17/2007	
T7.31	Security Details	12/17/2007	
T7.32	Security Details	12/17/2007	
T7.33	Security Details	12/17/2007	
T7.34	Security Details	12/17/2007	
FS1	Foodservice Floor Plan	12/17/2007	
FS2	Foodservice Utility Load Schedule	12/17/2007	
FS3	Foodservice Electrical Rough-In Plan	12/17/2007	

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FS4	Foodservice Plumbing Rough-In Plan	12/17/2007	
FS5	Foodservice Building Works Plan	12/17/2007	
FS6	Foodservice Kitchen Hood Plan	12/17/2007	
FS7	Foodservice Hood Fire System Plan	12/17/2007	
FS8	Foodservice Floor Plan	12/17/2007	
FS9	Foodservice Stainless Steel Fabrication Details	12/17/2007	

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01051	Exterior Design Selections	12/17/07	
01052	Interior Design Selections	12/17/07	1/14/08
01230	Alternates	12/17/07	1/28/08
01250	Contract Modification Procedures	12/17/07	
01290	Payment Procedures	12/17/07	
01310	Project Management and Coordination	12/17/07	
01312	Project Communications	12/17/07	
01320	Construction Progress Documentation	12/17/07	
01330	Submittal Procedures	12/17/07	
01350	Special Alteration Procedures	12/17/07	
01353	Special Project Procedures for Detention Facilities	12/17/07	1/28/08
01354	Manufacturers / Installers	1/28/08	
01410	Testing Laboratory Services	12/17/07	
01420	References	12/17/07	
01430	Quality Assurance	12/17/07	
01450	Quality Control	12/17/07	
01500	Temporary Facilities and Controls	12/17/07	
01510	Temporary Utilities	12/17/07	
01560	Temporary Barriers and Enclosures	12/17/07	
01600	Product Requirements	12/17/07	
01630	Product Substitution Procedures	12/17/07	
01700	Execution Requirements	12/17/07	
01731	Cutting and Patching	12/17/07	
01732	Selective Demolition	12/17/07	1/28/08
01770	Closeout Procedures	12/17/07	
02002	FDOT Standard Specifications for Road and Bridge Construction	12/17/07	
02080	Abandonment, Rmvl & Disposal of Exist Pipe Rmvd from Service	12/17/07	
02100	Site Preparation	12/17/07	
02140	Dewatering (During Construction)	12/17/07	
02200	Earthwork	12/17/07	
02276	Temporary Erosion and Sediment Control	12/17/07	
02330	Manholes	12/17/07	

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02361	Termite Control	12/17/07	
02660	Water Transmission System	12/17/07	2/14/08
02670	Wastewater Transmission System	12/17/07	
02700	Irrigation	12/17/07	
02822	Security Chain-Link Fences and Gates	12/17/07	1/14/08
02840	Parking Accessories	12/17/07	1/14/08
02900	Landscape	12/17/07	
02920	Sod	12/17/07	
03100	Concrete Framework	12/17/07	
03200	Concrete Reinforcement	12/17/07	
03300	Cast-In-Place Concrete	12/17/07	
03301	Cast-In-Place Concrete for Site Work	12/17/07	
03350	Concrete Finishing	12/17/07	
03410	Structural Precast Concrete	12/17/07	
03470	Tilt-up Concrete Construction	12/17/07	
03530	Concrete Topping	12/17/07	
03600	Grouting of Utility Pipes	12/17/07	
04210	Brick Masonry	12/17/07	1/14/08
04220	Concrete Masonry Units	12/17/07	
04230	Reinforced Unit Masonry	12/17/07	
05120	Structural Steel	12/17/07	
05200	Steel Joists	12/17/07	
05310	Steel Roof Deck	12/17/07	
05400	Cold Formed Metal Framing	12/17/07	
05500	Metal Fabrications	12/17/07	
05511	Metal Stairs	12/17/07	
05521	Pipe and Tube Railings	12/17/07	
05530	Gratings	12/17/07	
05731	Formed Metal Fabrications	12/17/07	
05810	Expansion Joint Assemblies	12/17/07	
06100	Rough Carpentry	12/17/07	
06410	Custom Cabinets	12/17/07	
07110	Dampproofing	12/17/07	
07120	Waterproofing	12/17/07	
07210	Building Insulation	12/17/07	
07241	EIFS Barrier System - Class PB	12/17/07	
07263	Below Slab-on-Grade Vapor Retarder	12/17/07	
07417	Insulated Metal Wall Panels	12/17/07	
07552	Modified Bituminous Membrane Roofing	12/17/07	
07591	Membrane Re-roofing Preparation	12/17/07	
07600	Flashing and Sheet Metal	12/17/07	
07710	Manufactured Roof Specialties	12/17/07	
07716	Roof Expansion Assemblies	12/17/07	
07720	Roof Accessories	12/17/07	

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07841	Through-Penetration Firestopping	12/17/07	
07842	Fire-Resistive Joint Firestopping	12/17/07	
07920	Joint Sealants	12/17/07	1/28/08
08115	Hollow Metal Doors and Frames	12/17/07	
08211	Flush Wood Doors	12/17/07	
08311	Access Doors and Frames	12/17/07	
08312	Security Access Doors and Frames	12/17/07	
08322	Detention Doors and Frames	12/17/07	
08331	Overhead Coiling Doors	12/17/07	
08332	Overhead Coiling Counter Shutters	12/17/07	
08350	Four Fold Sallyport Doors	12/17/07	
08355	Accordion Folding Fire Doors	12/17/07	
08412	Aluminum Entrance Doors	12/17/07	
08710	Door Hardware	12/17/07	
08781	Detention Door Hardware	12/17/07	
08800	Glazing	12/17/07	1/28/08
08805	Security Glazing	12/17/07	1/28/08
08830	Mirrors	12/17/07	
08920	Glazed Aluminum Wall Systems	12/17/07	1/14/08
09210	Acoustical Cement Plaster	12/17/07	
09220	Portland Cement Plaster	12/17/07	
09260	Gypsum Board Assemblies	12/17/07	
09265	Finishing of Gypsum Board	12/17/07	
09512	Spray-Applied Acoustical Cement Plaster	12/17/07	1/14/08
09651	Resilient Tile Flooring	12/17/07	
09653	Resilient Base and Accessories	12/17/07	
09671	Resinous Flooring	12/17/07	
09681	Carpet Tile	12/17/07	
09900	Painting for Utilities	12/17/07	
09910	Painting	12/17/07	1/28/08
09965	Sacrificial Graffiti Barrier Coatings	12/17/07	
09968	Textured Acrylic Coatings	12/17/07	
09970	Coatings for Steel	12/17/07	
09985	Silicone Elastomeric Coatings	12/17/07	
10100	Visual Display Boards	12/17/07	
10210	Wall Louvers	12/17/07	
10270	Access Flooring	12/17/07	
10400	Signs and Graphic Elements	12/17/07	1/14/08
10520	Fire Protection Specialties	12/17/07	
10530	Prefabricated Aluminum Canopies	12/17/07	
10750	Telephone Specialties	12/17/07	
10810	Toilet Accessories	12/17/07	
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11015	Exterior Building Maintenance Support Systems	12/17/07	
11110	Laundry Equipment	12/17/07	
11132	Projection Screens	12/17/07	
11133	T.V. Support Brackets	12/17/07	
11193	Detention Screens	12/17/07	1/28/08
11195	Detention Furnishings and Equipment	12/17/07	1/28/08
11196	Security Fasteners	12/17/07	
11400	Food Service Equipment	12/17/07	
11451	Residential Appliances	12/17/07	
11491	Gymnasium Equipment	12/17/07	
13852	Digital Addressable Fire Alarm System	12/17/07	
13915	Fire Suppression Piping	12/17/07	
13930	Wet Pipe Fire Suppression Sprinklers	12/17/07	
13935	Dry Pipe Fire Suppression Sprinklers	12/17/07	
14240	Hydraulic Elevators	12/17/07	
14580	Pneumatic Tube Systems	12/17/07	
15044	Hydrostatic Testing of Piping	12/17/07	
15051	Common Work Results for Fire Suppression	12/17/07	
15052	Common Work Results for Plumbing	12/17/07	
15053	Common Work Results for HVAC	12/17/07	
15058	Common Motor Requirements for HVAC Equipment	12/17/07	
15061	Hangers and Supports for Plumbing Piping and Equipment	12/17/07	
15062	Hangers and Supports for HVAC Piping and Equipment	12/17/07	
15063	Ductile Iron Pipe and Fittings	12/17/07	
15064	Polyvinyl Chloride (PVC) Pipe and Fittings	12/17/07	2/14/08
15074	Vibration and Seismic Controls for HVAC Piping and Equipment	12/17/07	
15077	Identification for HVAC Piping and Equipment	12/17/07	
15082	Plumbing Insulation	12/17/07	
15083	HVAC Insulation	12/17/07	
15100	Valves and Specialties – General	12/17/07	
15101	Gate Valves	12/17/07	
15102	Plug Valves	12/17/07	
15111	General Duty Valves for Plumbing Piping	12/17/07	
15112	General Duty Valves for HVAC Piping	12/17/07	
15120	Valves, Appurtenances and Piping Specialties	12/17/07	
15122	Air Release and Vacuum Relief Valves	12/17/07	
15124	Expansion Fittings and Loops for HVAC Piping	12/17/07	
15127	Meters and Gauges for HVAC Piping	12/17/07	
15140	Domestic Water Piping	12/17/07	
15145	Domestic Water Piping Specialties	12/17/07	
15150	Sanitary Waste and Vent Piping	12/17/07	
15160	Storm Drainage Piping	12/17/07	
15181	Hydronic Piping	12/17/07	
15185	Hydronic Pumps	12/17/07	

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15189	HVAC Water Treatment	12/17/07	
15195	Facility Natural Gas Piping	12/17/07	
15200	Identification Systems for Buried Pipe	12/17/07	
15410	Plumbing Fixtures	12/17/07	
15513	Condensing Boilers	12/17/07	
15550	Breechings, Chimneys and Stacks	12/17/07	
15625	Centrifugal Water Chillers	12/17/07	
15640	Cooling Towers	12/17/07	
15725	Modular Indoor Central-Station Air-Handling Units	12/17/07	
15761	Air Coils	12/17/07	
15815	Metal Ducts	12/17/07	
15820	Duct Accessories	12/17/07	
15838	Power Ventilators	12/17/07	
15840	Air Terminal Units	12/17/07	
15855	Diffusers, Registers and Grilles	12/17/07	
15870	Commercial Kitchen Hoods	12/17/07	
15900	HVAC Instrumentation and Controls	12/17/07	
15940	Sequence of Operation	12/17/07	
15950	Testing, Adjusting and Balancing	12/17/07	
16051	Common Work Results for Electrical	12/17/07	
16060	Grounding and Bonding	12/17/07	
16073	Hangers and Supports for Electrical Systems	12/17/07	
16075	Electrical Identification	12/17/07	
16120	Conductors and Cables	12/17/07	
16123	Control Voltage Electrical Power Cables	12/17/07	
16130	Raceways and Boxes	12/17/07	
16140	Wiring Devices	12/17/07	
16145	Lighting Control Devices	12/17/07	
16231	Packaged Engine Generator	12/17/07	
16289	Transient Voltage Suppression	1/28/08	
16410	Enclosed Switches and Circuit Breakers	12/17/07	
16415	Transfer Switches	12/17/07	
16441	Switchboards	12/17/07	1/28/08
16442	Panelboards	12/17/07	1/28/08
16443	Motor Control Centers	12/17/07	
16461	Low-Voltage Transformers	12/17/07	
16491	Fuses	12/17/07	
16511	Interior Lighting	12/17/07	
16521	Exterior Lighting	12/17/07	
17010	Technology General Provisions	12/17/07	
17110	Pathways and Spaces for Structured Cabling Systems	12/17/07	
17120	Structured Cabling System	12/17/07	
17450	Grounding and Bonding for Telecommunications Systems	12/17/07	
17776	Paging System	12/17/07	

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17783	Broadband Distribution System	12/17/07	
17810	Security Control System	12/17/07	
17820	Closed Circuit Television System	12/17/07	
17830	Intercom System	12/17/07	

Clarifications & Assumptions

Basis of Design GMP Deliverable

Project Description and Program Understanding

This GMP deliverable for the John E. Polk Correctional Facility Expansion located at 211 Bush Boulevard in Sanford, Florida 32773 consists of the following building components, per drawings, specifications dated December 17, 2007, and Addendum No. 1 dated January 14, 2008. Addendum, No. 2 dated January 28, 2008 and preconstruction RFI'S No. 1 through 109

1. **Inmate Housing / Dormitory / Corridors**
2. **Intake / Release / Sallyport**
3. **Kitchen / Laundry**
4. **Central Energy Plan**
5. **Site Work**
6. **Administration**

Clarifications & Assumptions

The following represents the basis of Skanska/Wharton-Smith Joint Venture's GMP deliverable for the Project. The estimated costs were developed based upon the project description and schedule data described elsewhere in this report, and the assumptions, clarifications and design criteria presented under this section.

General

1. These Clarifications and Assumption shall become an Amendment to the construction contract. All information and items set forth in this GMP Amendment shall take precedence as to its specific subject matter over all other information and items set forth in the Agreement, Plans, Specifications and the Contract Documents for this project. All other information and items set forth in the Agreement, Plans, Specifications and the Contract Documents that are not addressed in this GMP Amendment shall remain unchanged.
2. The GMP deliverable contains notes that clarify the scope of this deliverable. These notes (items such as 'deleted', 'not used', etc.) shall govern over any conflicting information in other Contract Documents.

3. The deliverable breakdown is for accounting purposes only and is not a stand alone price for each segment of work. This breakdown of base GMP costs should not be misconstrued as line item add/deduct summary sheet, as the removal or addition of any singular item from the overall project scope may alter the Schedule, Logistics, Costs etc. of the entire Project.
4. A three percent (3%) construction contingency is included based on the cost of building/sitework and other cost categories.
5. Time is of the essence is understood to relate to substantial and final project completion milestone activities only.

Allowances

Allowances have been included for portions of the Work based upon our understanding of the Project. These allowance costs are not inclusive of all design, construction, profit, and related costs. They are the trade costs only. Upon final determination of the scope and cost of these items, the estimate shall be revised to reflect the correct budget value by Contract Change Order.

Lump Sum Allowances	**Amount**
1. Building Department Permit Changes Final changes by building department forthcoming	$ 75,000
2. Building Permits	Cost By Owner
3. Prep Concrete Floors for Floor Sealer Moisture levels and weather conditions will determine final cost	$ 87,577
4. Seal VCT/Rubber Floors for Moisture Testing Moisture levels and weather conditions will determine final cost	$ 34,081
5. Sealing of Epoxy Floors for Moisture Testing Moisture levels and weather conditions will determine final cost	$ 9,367
6. Value Management As per Owner accepted, design implemented changes	($-100,076)

Unit Prices

1. Remove unsuitable organic soils off site	$21.00/cy
2. Place and compact engineered fill 98% density	$12.00/cy

Stripping of topsoil's as required by the plans & specifications is included in the base GMP amt.

Value Management Options

The value management options are for budgeting purposes only at this time, as they have not been incorporated in the design documents. Due to the preliminary nature of these options, we reserve the right to review and adjust the cost of the value management items at the time the options are updated and included in the Contract Plans and Specifications.

The following Value Management Options cannot be taken together (see the VE Log)

1 and 3 substitute different roof systems.
26 and 38 substitute different acoustical sound materials.
28 and 29 different configurations for the temporary food serve trailers.

The Value Management Options will not be included in the Contract until the changes are committed to drawings/details and Skanska/Wharton-Smith Joint Venture confirms the options are shown in accordance with the Value Management Options as priced.

Insurance & Bonds

We have included costs for the following items:

1. Payment and Performance Bond
2. General Liability Insurance

Builders Risk Insurance is by owner. Minimum requirements of the Builder's Risk coverage shall be in accordance with the form attached as Exhibit E to this Agreement.

Alternates

As each of the proposed Alternates are integral to the overall Project scope, the Alternate pricing is based on Skanska/Wharton-Smith Joint Venture's receiving notice to proceed with said Alternate prior to the start of sitework operations. Based on subcontractor/ supplier bid dates which this proposal is based upon, Skanska/Wharton-Smith Joint Venture calculates the Alternate pricing to be valid through July 1, 2008.

Trade-Specific Clarifications and Assumptions

Division 1

1. Section 01312-3.1B: Skanska/Wharton-Smith Joint Venture assumes the use of Microsoft windows XP, Vista, Excel, PowerPoint, Word and Primavera P-3 will be acceptable.
2. Section 01353: This Proposal assumes a temporary guard (provided at the end users cost) will support the temporary sally port from inside the administration area.
3. Section 01410: Skanska/Wharton-Smith Joint Venture has not included threshold inspections in the base building and/or Alternate #3 pricing.
4. Section 01410-1.7G: This Proposal assumes that all third party testing is paid for by the Owner.
5. Section 01410: This Proposal assumes concrete mix designs may be obtained from the concrete manufacturer
6. Section 01420: Skanska/Wharton-Smith Joint Venture exclude the submission of industry standards literature as part of each project submittal, as listed in this section.
7. Section 01500: Skanska/Wharton-Smith Joint Venture has not included "non-combustible" construction trailers, Skanska/Wharton-Smith Joint Venture has included standard combustible material trailers.

Division 2

Demolition

1. Skanska/Wharton-Smith Joint Venture has included removal of walls, ceilings, flooring and existing food service equipment as required for the renovation of the existing areas. Removal of all other existing equipment and or furniture is by others, in accordance with Skanska/Wharton-Smith Joint Venture's Schedule.
2. Skanska/Wharton-Smith Joint Venture has not included removal or abatement of any asbestos, hazardous materials and/or unsuitable soils or delays due to encountering/remediating or removing hazardous materials.
3. Skanska/Wharton-Smith Joint Venture has included demolition of the temporary sally port improvements.

Sitework

1. Over excavation of the pond, as described in the civil drawing sheet C1.06 dated January 28, 2008 and removal of 3,895 cy of unsuitable soil from the site is included. Skanska/Wharton-Smith Joint Venture has not included additional de-mucking in areas outside of the defined pond. A unit price additional cost has been provided in this Proposal should muck in other (non-pond) areas be required to be removed.
2. Skanska/Wharton-Smith Joint Venture has assumed others will remove any materials stored on the site ten days before mobilization of site in accordance with the Schedule.
3. The cost of removal of the concrete filled fuel tank does not include excavation, removal or disposal of any contaminated soils encountered.

Utilities

1. Skanska/Wharton-Smith Joint Venture has not included grinders in the new sanitary sewer system, as none are indicated.
2. Skanska/Wharton-Smith Joint Venture has included sanitary sewer modifications as shown and described, which does not include modifications to the existing lift station.
3. Skanska/Wharton-Smith Joint Venture understands new gas service to and including the meter is to be by others, in accordance with our schedule. Delays due to others is not included.
4. Skanska/Wharton-Smith includes electrical work out of the transformer to and including the serviced building and site areas as defined in the plans and specs. and does not include the transformer, transformer pad, primary trench/ conduit/ wire, or

other primary side feed services/ materials/ equipment. Delays due to others is not included.

5. No costs are included to remove/replace pavement surfaces on the west side of Bush Blvd.

Division 3

Concrete

1. Skanska/Wharton-Smith Joint Venture has not included granular fill below the concrete slab on grade, as per Detail 3/S3.01.
2. Skanska/Wharton-Smith Joint Venture has not included a concrete topping on the roof slab base bid. The 2' topping is included in Alternate No. 3 which adds the third floor to the Housing unit.
3. No topping is indicated or included over the precast double tees at the roof over Building 2 Intake/ Release.
4. Skanska/Wharton-Smith Joint Venture has included concrete slab vapor barriers, as per specification section 03300, we have not included a sheet waterproofing system as listed in specification section 07263.
5. Skanska/Wharton-Smith Joint Venture has not included scarifying the surface of the precast panels.
6. This Proposal is based on Skanska/Wharton-Smith Joint Venture's ability to utilize a portion of the Inmate Housing slab on grade as a casting bed for tilt wall panels.
7. Alternate No. 3 (3rd floor addition) is based on our ability to pour 3rd floor wall panels integrally with the first/second floor wall and stood as part of these wall panels.

Division 4

Masonry

1. Skanska/Wharton-Smith Joint Venture has not included any foamed in place or vermiculite insulation for the CMU partitions as none is shown, but specified.
2. All CMU to be normal weight in lieu of lightweight as specified.

Division 5

Misc Metals

1. Skanska/Wharton-Smith Joint Venture interprets details 5 and 6 on S4.03 to relate to CEP Building Interior CMU Walls of 24 lineal feet in length or longer with no intersecting support walls to qualify for top of wall connections.
2. Skanska/Wharton-Smith Joint Venture interpret detail 16 on S4.03 to relate to Interior CMU Walls of 24 lineal feet in length or longer with no intersecting support walls to qualify for top of wall connections. This occurs on the 1st and 2nd floor restroom, chase, shower, and mechanical walls only.

Division 6

Carpentry

1. Desks in report writing room on sheet A2.11 have been included with a plastic laminate finish.

Division 7

Thermal and Moisture Control

1. Spec Section 7600 to be deleted Per RFI No. 17. Bid based on Section 7710
2. No new roofs are included for the existing building. Where roof penetrations or tie-ins are required, the opening will be patched to the existing roof system.
3. Skanska/Wharton-Smith Joint Venture has included damproofing of existing wall of Administration Building per detail 5 on A6.24 not the new wall.

Division 8

Glazing

1. Exterior glass systems are based upon the wind load criteria of 120 mph as per Sheet A0.03, glass is impact resistant NOA rated, and frames to be standard aluminum per HKS directive received March 18, 2008.
2. Skanska/Wharton-Smith Joint Venture has not included fire or security rated exterior glass or frames.

Division 9

Drywall/Stucco

1. No stucco/textured finishes are indicated or included in stair wells, paint only.
2. Paint at the underside of metal pan stairs is included.
3. Upgrading of existing rated walls in the existing buildings is not included
4. Deflection/slip tracks are not included as these are applicable in areas that will be concealed from view.

Paint

1. Block filler is included at new CMU walls only.
2. Kitchen area to receive epoxy paint.
3. Repairs to existing glazed block are not included as none were shown.
4. No finishes are included for 3rd floor alternate at Housing Bldg.
5. MEP lines to be painted the same color as structure above and standard identification tags by the mechanical trades.
6. Sacrificial barrier is included to ten feet above grade at exterior walls.

Hard Tile

1. Quarry tile at new laundry area is included as shown, however no patching is shown or included at old laundry.

Epoxy Floors

1. Epoxy floor with integral base is included at the kitchen area only.

Division 10

All Division 10 specialties are excluded in the Administration Building, as none are shown.

Telephone Specialties

1. Telephone enclosures are excluded at the telephone alcoves in the Intake facility, as none are shown on drawings, but are specified.

Fire Extinguishers and Cabinets

1. Fire extinguisher cabinets are non-detention rated, with 10 lb extinguishers.

Toilet Accessories

1. Skanska/Wharton-Smith Joint Venture has not included Child Care products as they are not shown on the drawings, but specified.
2. Skanska/Wharton-Smith Joint Venture has included combo waste receptacle/ towel dispenser units specified, but not shown.

Signage

1. Skanska/Wharton-Smith Joint Venture has excluded signage at the Kitchen / Maintenance facility, as none are shown or indicated.

Wall and Corner Guards

1. Skanska/Wharton-Smith Joint Venture has included six (6) stainless steel surface mounted corner guards, mechanically fastened, in the Connecting Corridor Zone D area only, detailed but not located. .

Division 11

1. Skanska/Wharton-Smith Joint Venture has excluded all Division 11 equipment items in the Administration Building as none are shown.
2. Skanska/Wharton-Smith reserves the right to utilize more than one non-spec listed subcontractor to perform the work included in this section, in lieu of a single source per specifications.

Residential Appliances

1. Refrigeration appliances are excluded at all break rooms.

Laundry Equipment

1. Skanska/Wharton-Smith Joint Venture has included one (1) 135lb commercial dryer and one (1) 125lb commercial washers as shown on sheet A2.15.
2. Skanska/Wharton-Smith Joint Venture has assumed the location shown on the plans is accurate.

Security Detention Equipment

1. Skanska/Wharton-Smith Joint Venture has included beam seating at room 1B31 Booking Waiting on sheet A2.11 only. All other seating shown, excluding stools, is assumed as not bolted to the ground nor security detention furnishings (due to no indication in specifications) and therefore are excluded from the base bid. .

Food Service Equipment

1. Skanska/Wharton-Smith Joint Venture has included costs associated with a kitchen equipment bond, as specified in 11400-12, and has not included special insurance certificates other than those required by the Owner/ Construction Manager prime Contract.

Gymnasium Equipment

1. Per directive by HKS Skanska/Wharton-Smith Joint Venture has not included costs associated with basketball backboards & goal assemblies.

Fall Arrest Protection

1. Skanska/Wharton-Smith Joint Venture has included safety tie-backs and fall arrest post and cabling at the following locations and quantities, all other locations are excluded as they are not indicated in the drawings:
    a. Bldg. A
        i. 32 LF Horizontal Life Line Cable
        ii. 4 EA End Anchors
        iii. 2 EA Tensioner
        iv. 2 EA Shock Absorbers
        v. 44 EA Roof Anchors
    b. Bldg. B
        i. 65 LF Horizontal Life Line Cable
        ii. 8 EA End Anchors
        iii. 4 EA Tensioner
        iv. 4 EA Shock Absorbers
        v. 48 EA Roof Anchors

Division 12

Furniture

1. Skanska/Wharton-Smith Joint Venture has assumed all non-fixed furniture as N.I.C. items.

Division 13

Digital Addressable Fire Alarm System

1. Fire Alarm monitoring is not indicated or included.

Division 14

Pneumatic Tube System

1. Skanska/Wharton-Smith Joint Venture has included the Pneumatic Tube System as shown.

Elevators

1. Card readers for the elevators are included as shown. Key switch activated push buttons are not included, as none are specified or shown, control room will have the ability to "lock down"/ disable elevators as specified.

Division 15

HVAC

1. Upgrades to existing heating hot water equipment or piping are not indicated or included.
2. Use of the permanent HVAC equipment for building dry-out during construction is included. Temporary air-conditioning equipment during construction for the newly constructed areas is not included. New HVAC equipment will be provided in accordance with Skanska/Wharton-Smith – Seminole County's AIA A201 contract terms specifying "All warranties, including equipment warranties, shall commence upon project substantial completion."
3. General start-up and verification that the systems are operating as designed are included, however a Commissioning Report is not indicated or included.
4. C.E.P. modifications will be phased. Please note that temporary HVAC equipment for temporary service to the existing campus is included per the included project Schedule.
5. Upgrades to existing systems other than those specifically shown are not included.
6. Services provided by a Special Inspector for the smoke control system are included. .
7. The duct and pipe for Add Alternate No. 3 are included as shown. Please note that offsets for future walls or floor plans are not included.

Fire Protection

1. A temporary 4" fire riser and service connection is included at the Southwest corner of existing Building G until the new Building B is constructed and permanent service is in place.
2. Dayrooms, corridors, sally ports and booking areas are included with standard sprinkler heads as specified.

Plumbing

1. Exterior site gas piping, meters and regulators are by others and are not included.

Division 16

Electrical

1. New inmate housing area fire alarm system is assumed a stand-alone system, tied into the existing fire alarm control panel for network communications.
2. All primary FPL duct banks, FPL transformers and other utility company charges other than temporary construction utility charges are not included, see Division 2 of this document for further clarification.
3. Repair of existing electrical or systems equipment not indicated in the plans is not included.

Division 17

Technology

1. Mobile communications (BDA) systems, equipment, wiring, etc. systems of any kind are not included in Skanska/Wharton-Smith Joint Venture's scope of work. However, raceways, conduit, power to and access panels for the BDA system are included as shown on T drawings provided by Scott Werley March 6, 2008.
2. Skanska/Wharton-Smith Joint Venture has included 69 ceiling speakers and associated equipment for the paging system subject to change when the design is complete.
3. All telephone handsets, PBX equipment, local UPS system and associated patch cords are not indicated or included.
4. Security system monitoring is not indicated or included.

Exclusions

The following items were assumed not within the basic scope of this project, provided by others and are **not included** in this estimate:

1 Skanska/Wharton-Smith Joint Venture (The Construction Manager CM) assumes no obligation to perform work beyond that stated in the Drawings, Specifications, Addenda, Trade-Specific Clarifications and Assumptions and General Conditions of the Contract

for Construction upon which the GMP deliverable is based, except as modified by change orders.

2. Where Contract documents require that design information be provided by the CM, Design information (including calculations and certifications) will be provided by trade contractors. The CM will rely on the trade contractor's in so doing. The GMP deliverable does not include any costs and expenses to conduct an independent review of such design information.

3. Any costs associated with environmental remediation work including, but not limited to, environmental engineering, permitting, hazardous or contaminated soils, hazardous waste, or asbestos removal, on-site treatment, wetlands, environmental permit fees, permit compliance and administration work related to site preparation and remediation work, dynamic compaction, retention basins, hazardous substance removal, special liners, leachate collection systems, ground water treatment, disposal, transport or tipping fees.

4. Impact Fees required by utility company to connect service or construction work on or off site, (these are assumed to be paid direct by the owner).

5. Costs associated with owner supplied furniture and equipment that is not a part of this contract.

6. Public Agency reviews or approvals and associated fees are by others. Reviews or approvals and associated fees for failed inspections caused by Skanska/Wharton-Smith Joint Venture or its subcontractors would not result in additional cost to the Owner.

7. Taxes of any kind, including property taxes or business operations taxes. Payroll taxes associated with labor required to construct the project are included. Sales tax on material is included in the project cost, pending documentation of exemptions from the client.

8. Contingencies beyond those specifically noted in our estimate.

9. No guards or manned security for jail personnel or inmate egress is included in this proposal.

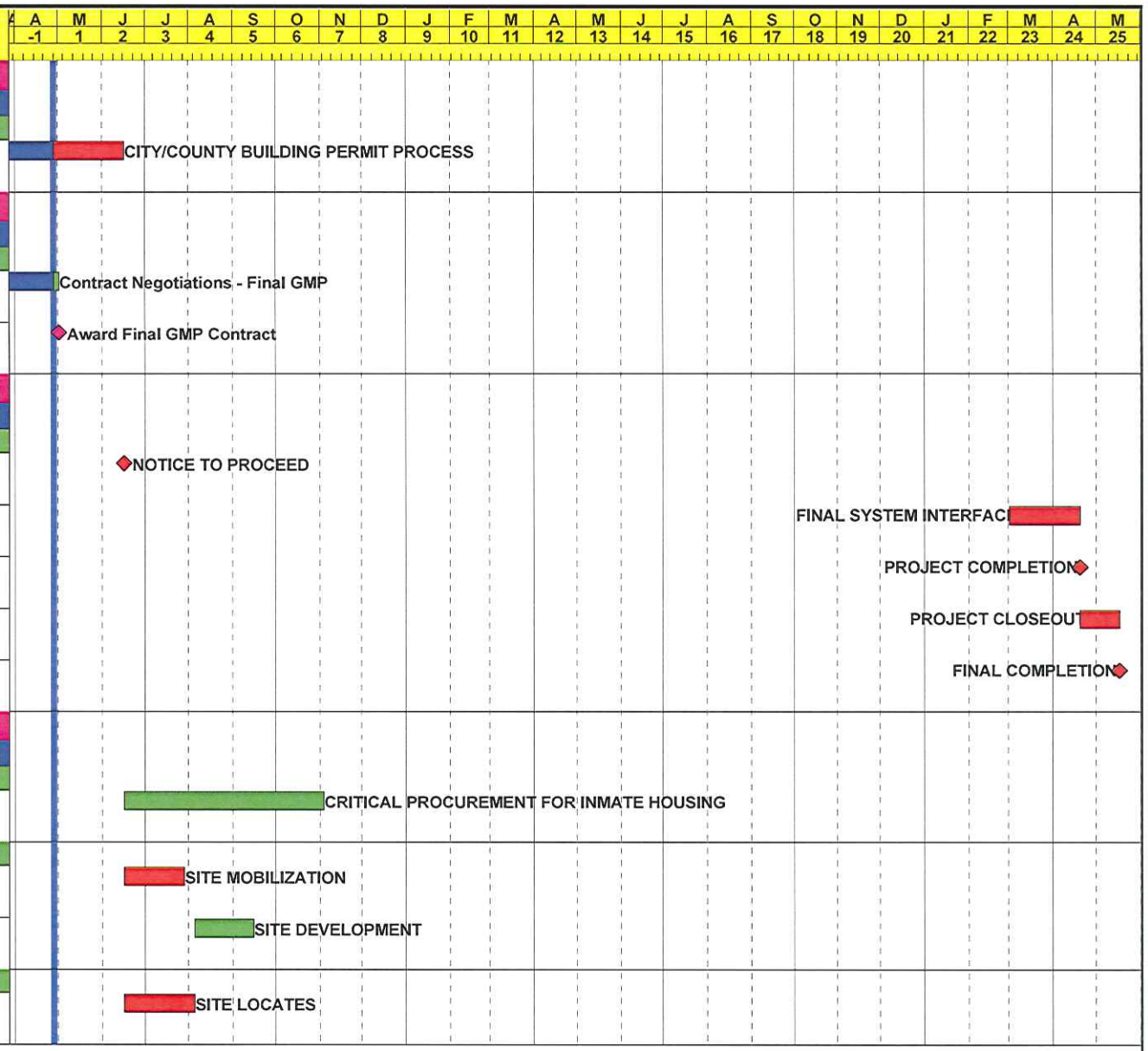
Equipment

No specific equipment items, other than food service and laundry equipment have been included in this GMP deliverable as none is indicated. As such, Skanska/Wharton-Smith Joint Venture has not included costs to provide, install, or hook-up any Owner provided equipment. Additionally, Skanska/Wharton-Smith Joint Venture has not allowed for crating, moving, and reinstalling existing equipment from other locations. Skanska/Wharton-Smith Joint Venture has assumed all equipment specified is code compliant.

Escalation

Skanska/Wharton-Smith Joint Venture confirms this GMP deliverable to be valid through July 1, 2008.

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish
PRECONSTRUCTION PHASE					
DESIGN & PERMITTING PHASE					
PERMITTING					
155	CITY/COUNTY BUILDING PERMIT	44	36	10JAN08A	16JUN08
GMP PROCESS					
ALL PHASES					
ALL SUBAREAS					
GM-130	Contract Negotiations - Final GMP	22	4	21MAR08A	01MAY08
GM-140	Award Final GMP Contract	0	0		01MAY08
ALL PHASES					
CONSTRUCTION MILESTONES					
ALL SUBAREAS					
NTP	NOTICE TO PROCEED	0	0	17JUN08	
TERFAC	FINAL SYSTEM INTERFACE	35	35	02MAR10	19APR10
S/C	PROJECT COMPLETION	0	0		19APR10
JB2FINA	PROJECT CLOSEOUT	20	20	20APR10	17MAY10
FINAL	FINAL COMPLETION	0	0		17MAY10
PHASE I BUDGET (CONSTRUCTION)					
SITEWORK					
PROCUREMENT					
ROCURE	CRITICAL PROCUREMENT FOR	100	100	17JUN08	03NOV08
SITE DEVELOPMENT					
007	SITE MOBILIZATION	30	30	17JUN08	28JUL08
160	SITE DEVELOPMENT	30	30	05AUG08	15SEP08
SITE UTILITIES					
009	SITE LOCATES	35	35	17JUN08	04AUG08



Start Date	21JUL06
Finish Date	17MAY10
Data Date	28APR08
Run Date	20MAY08 00:34

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GMP2

SKANSKA/WHARTON-SMITH

SEMINOLE COUNTY JAIL EXPANSION

GMP SCHEDULE Ex. C

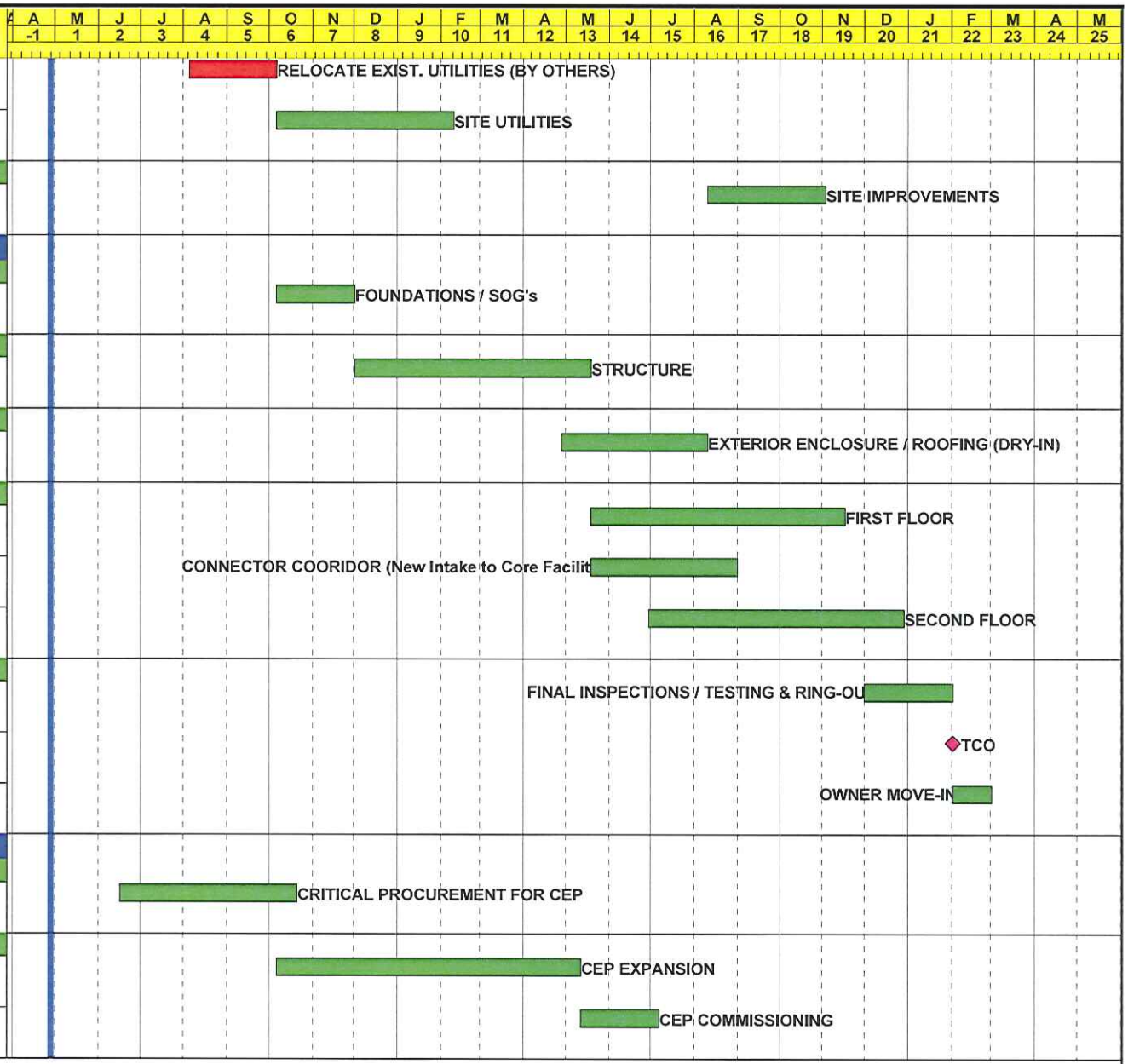
SKANSKA

Wharton-Smith, Inc

REVISED MAY 19, 2008

Date	Revision	Checked	Approved

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish
011	RELOCATE EXIST. UTILITIES (BY OTHERS)	45	45	05AUG08	06OCT08
165	SITE UTILITIES	90	90	07OCT08	09FEB09
SITE IMPROVEMENTS					
169	SITE IMPROVEMENTS	60	60	11AUG09	02NOV09
INMATE HOUSING / DORMITORY / CORRIDORS					
SUBGRADE					
170	FOUNDATIONS / SOG's	40	40	07OCT08	01DEC08
STRUCTURAL					
180	STRUCTURE	120	120	02DEC08	18MAY09
ROOF					
190	EXTERIOR ENCLOSURE / ROOFING (DRY-IN)	75	75	28APR09	10AUG09
BUILD-OUT					
1000	FIRST FLOOR	130	130	19MAY09	16NOV09
3000	CONNECTOR COORIDOR (New Intake	75	75	19MAY09	31AUG09
2000	SECOND FLOOR	130	130	30JUN09	28DEC09
TESTING, COMMISSIONING & COMPLETION ACTIVITIES					
210	FINAL INSPECTIONS / TESTING & RING-OUT	45	45	01DEC09	01FEB10
220	TCO	0	0		01FEB10
229	OWNER MOVE-IN	20	20	02FEB10	01MAR10
CENTRAL ENERGY PLANT					
PROCUREMENT					
ROCUR	CRITICAL PROCUREMENT FOR	90	90	17JUN08	20OCT08
BUILD-OUT					
R-200	CEP EXPANSION	155	155	07OCT08	11MAY09
R-205	CEP COMMISSIONING	40	40	12MAY09	06JUL09



Start Date	21JUL06
Finish Date	17MAY10
Data Date	28APR08
Run Date	20MAY08 00:34

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GMP2 Sheet 2 of 4

SKANSKA/WHARTON-SMITH

SEMINOLE COUNTY JAIL EXPANSION

GMP SCHEDULE Ex. C

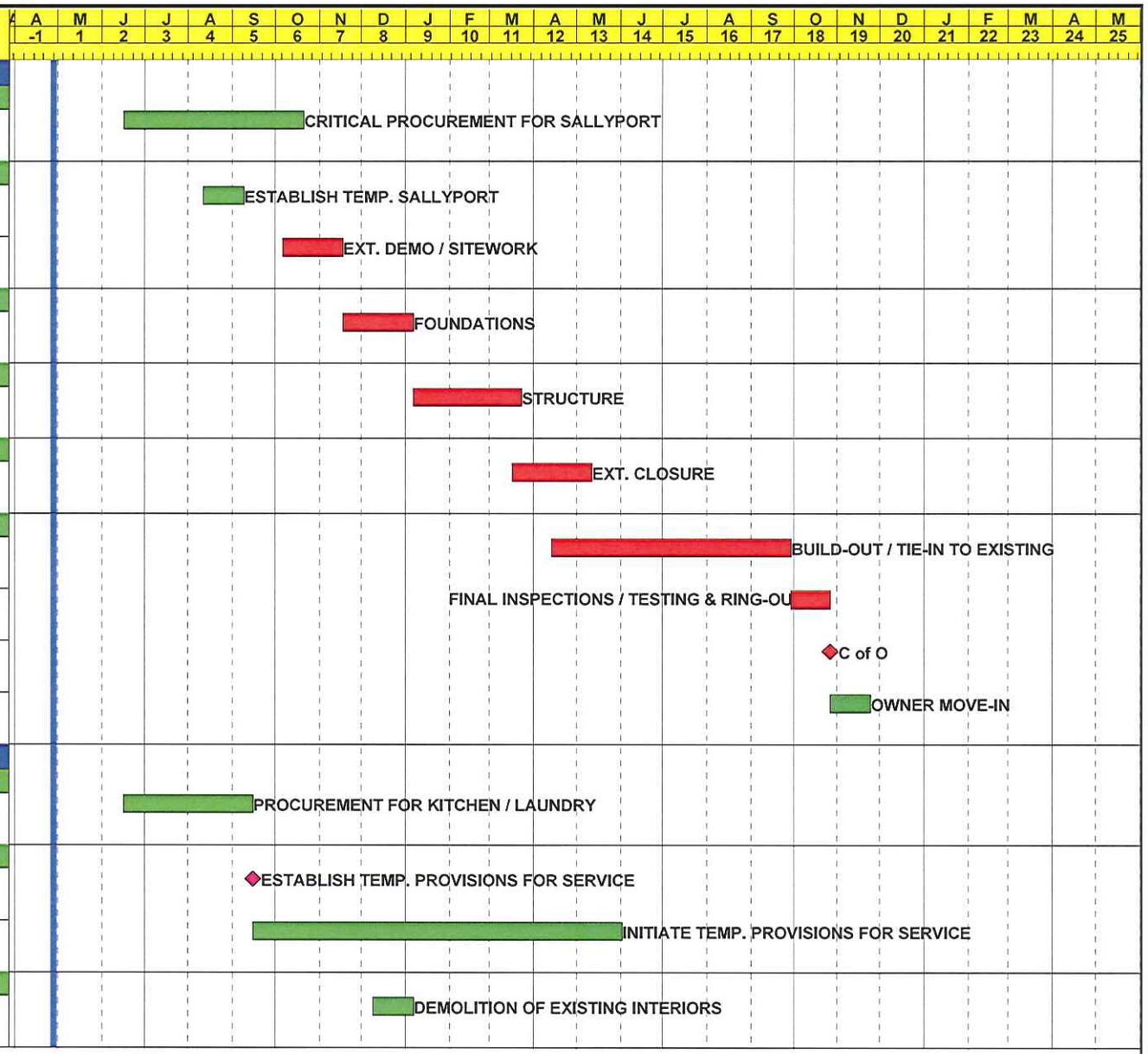
SKANSKA

Wharton-Smith, Inc

REVISED MAY 19, 2008

Date	Revision	Checked	Approved

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish
INTAKE / RELEASE / SALLYPORT					
PROCUREMENT					
ROCURE	CRITICAL PROCUREMENT FOR	90	90	17JUN08	20OCT08
SITE DEVELOPMENT					
R-295	ESTABLISH TEMP. SALLYPORT	20	20	12AUG08	08SEP08
R-300	EXT. DEMO / SITEWORK	30	30	07OCT08	17NOV08
SUBGRADE					
R-310	FOUNDATIONS	35	35	18NOV08	05JAN09
STRUCTURAL					
R-320	STRUCTURE	55	55	06JAN09	23MAR09
EXTERIOR					
R-330	EXT. CLOSURE	40	40	17MAR09	11MAY09
BUILD-OUT					
R-340	BUILD-OUT / TIE-IN TO EXISTING	120	120	14APR09	28SEP09
R-350	FINAL INSPECTIONS / TESTING & RING-OUT	20	20	29SEP09	26OCT09
R-370	C of O	0	0		26OCT09
R-360	OWNER MOVE-IN	20	20	27OCT09	23NOV09
KITCHEN / LAUNDRY RENOVATION					
PROCUREMENT					
ROCURE	PROCUREMENT FOR KITCHEN / LAUNDRY	65	65	17JUN08	15SEP08
CONSTRUCTION MILESTONES					
P2-119	ESTABLISH TEMP. PROVISIONS FOR	0	0	16SEP08	
P2-120	INITIATE TEMP. PROVISIONS FOR	185*	185*	16SEP08	01JUN09
BUILD-OUT					
P2-100	DEMOLITION OF EXISTING INTERIORS	20	20	09DEC08	05JAN09



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GMP2 Sheet 3 of 4

SKANSKA/WHARTON-SMITH

SEMINOLE COUNTY JAIL EXPANSION

GMP SCHEDULE Ex.C

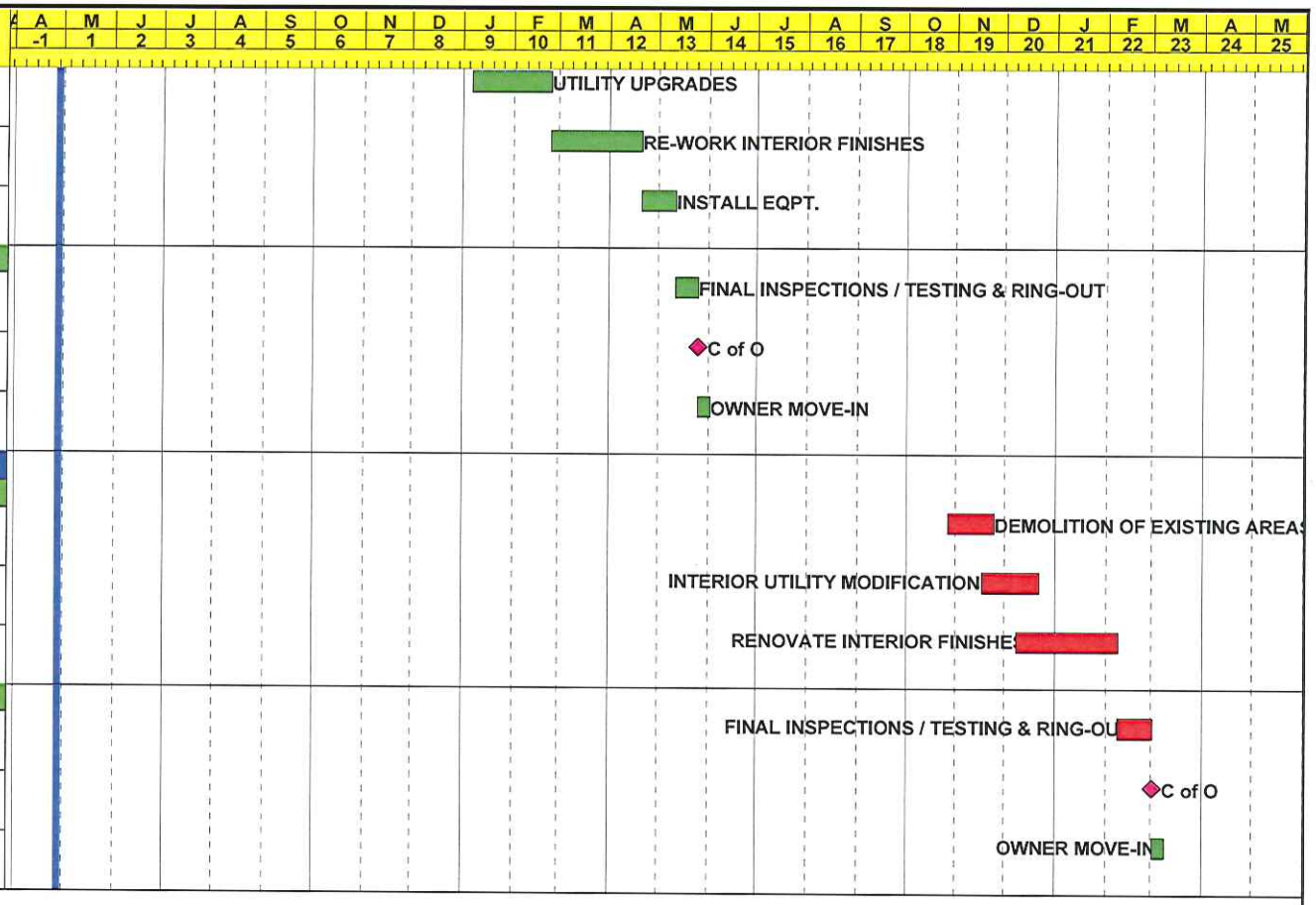
SKANSKA

Wharton-Smith, Inc

REVISED MAY 19, 2008

Date	Revision	Checked	Approved

Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish
P2-110	UTILITY UPGRADES	35	35	06JAN09	23FEB09
P2-130	RE-WORK INTERIOR FINISHES	40	40	24FEB09	20APR09
P2-140	INSTALL EQPT.	15	15	21APR09	11MAY09
TESTING, COMMISSIONING & COMPLETION ACTIVITIES					
P2-150	FINAL INSPECTIONS / TESTING & RING-OUT	10	10	12MAY09	25MAY09
P2-160	C of O	0	0		25MAY09
P2-170	OWNER MOVE-IN	5	5	26MAY09	01JUN09
ADMINISTRATION RENOVATION					
BUILD-OUT					
AA-100	DEMOLITION OF EXISTING AREAS	20	20	27OCT09	23NOV09
AA-110	INTERIOR UTILITY MODIFICATIONS	25	25	17NOV09	21DEC09
AA-130	RENOVATE INTERIOR FINISHES	45	45	08DEC09	08FEB10
TESTING, COMMISSIONING & COMPLETION ACTIVITIES					
AA-140	FINAL INSPECTIONS / TESTING & RING-OUT	15	15	09FEB10	01MAR10
AA-150	C of O	0	0		01MAR10
AA-160	OWNER MOVE-IN	5	5	02MAR10	08MAR10



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GMP2

Sheet 4 of 4

SKANSKA/WHARTON-SMITH

SEMINOLE COUNTY JAIL EXPANSION

GMP SCHEDULE

Ex.C

SKANSKA

Wharton-Smith, Inc

REVISED MAY 19, 2008

Date	Revision	Checked	Approved

SKANSKA

Wharton-Smith, Inc

Seminole County Jail
GMP Deliverable Summary
February 19, 2008
Updated May 28, 2008

GMP - Exhibit D

	DIVISION	DESCRIPTION	Building 1 Housing	Building 2 Intake	Building 3 Kitchen	Building 4 CEP	Building 6 Sitework	Adjustments	Administration	De-muck at the Retainage pond	Total	
		AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	5,748	248,292	85,949	
1	**Division 1**	**General Requirements**										1
2	01732	Selective Demolition	N / A	54,120	69,900	N / A	N / A	13,263	37,800	N / A	175,083	2
3	**Division 2**	**Site Construction**						0				3
4	02002	FDOT Standard Specifications for Road and Bridge Construction	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	4
5	02080	Abandonment Removal and Disposal of Existing pipe removed form service	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	5
6	02100	Site Preparation	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	6
7	02140	Dewatering (During Construction)	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	7
8	02200	Earthwork	N / A	N / A	N / A	N / A	821,882	-12,934	N / A	156,876	965,824	8
9	02276	Temporary Erosion & Sediment Control	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	9
10	02330	Manholes	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	10
11	02361	Termite Control	In 03300	In 03300	In 03300	In 03300	N / A	0	N / A	N / A	In 03300	11
12	02660	Water Transmission System	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	12
13	02670	Wastewater Transmission System	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	13
14	02700	Irrigation	N / A	N / A	N / A	N / A	In 02900	0	N / A	N / A	In 02900	14
15	02822	Security Chain-Link Fences and Gates	N / A	N / A	N / A	N / A	227,758	0	N / A	N / A	227,758	15
16	02840	Parking Accessories	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	16
17	02900	Landscape	N / A	N / A	N / A	N / A	75,011	0	N / A	N / A	75,011	17
18	02920	Sod	N / A	N / A	N / A	N / A	In 02900	0	N / A	N / A	In 02900	18
19	**Division 3**	**Concrete**						0				19
20	03100	Concrete Formwork	In 03300	In 03300	In 03300	In 03300	N / A	0	N / A	N / A	In 03300	20
21	03200	Concrete Reinforcement	In 03300	In 03300	In 03300	In 03300	N / A	0	N / A	N / A	In 03300	21
22	03300	Cast- In- Place Concrete	2,082,764	398,880	24,690	51,140	9,680	-56,975	N / A	N / A	2,510,179	22
23	03301	Cast- In- Place Concrete For Site Work	In 03300	In 03300	In 03300	In 03300	N / A	0	N / A	N / A	In 03300	23
24	03350	Concrete Finishing	In 03300	In 03300	In 03300	In 03300	N / A	0	N / A	N / A	In 03300	24
25		Prep concrete floors prior to installation of floor sealer allowance	75,461	5,990	N / A	6,126	N / A	0	N / A	N / A	87,577	25
26	03410	Structural Precast Concrete	454,240	252,460	N / A	N / A	N / A	0	N / A	N / A	706,700	26
27	03470	Tilt-Up Concrete Construction	In 03300	In 03300	In 03300	In 03300	N / A	0	N / A	N / A	In 03300	27
28	03530	Concrete Topping	In 03300	In 03300	In 03300	In 03300	N / A	0	N / A	N / A	In 03300	28
29	03600	Grouting of Utility Pipes	N / A	N / A	N / A	N / A	In 02200	0	N / A	N / A	In 02200	29
30	**Division 4**	**Masonry**						0				30
31	04210	Brick Masonry	907,508	773,804	64,558	61,731	N / A	-40,000	20,019	N / A	1,787,620	31
32	04220	Concrete Masonry Units	In 04210	In 04210	In 04210	In 04210	In 04210	0	In 04210	N / A	In 04210	32
33	04230	Reinforced Unit Masonry	In 04210	In 04210	In 04210	In 04210	In 04210	0	In 04210	N / A	In 04210	33
34	**Division 5**	**Metals**						0				34
35	05120	Structural Steel	287,478	91,160	20,791	79,021	N / A	99,010	7,621	N / A	585,081	35
36	05200	Steel Joists	In 05120	In 05120	In 05120	In 05120	N / A	0	N / A	N / A	In 05120	36

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		AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	5,748	248,292	85,949	
37	05310	Steel Roof Deck	In 05120	In 05120	In 05120	In 05120	N / A	0	N / A	N / A	In 05120	37
38	05400	Cold Formed Metal Framing	In 09260	In 09260	In 09260	In 09260	N / A	0	N / A	N / A	In 09260	38
39	05500	Metal Fabrications	In 05120	In 05120	In 05120	In 05120	N / A	0	N / A	N / A	In 05120	39
40	05511	Metal Stairs	In 05120	In 05120	In 05120	In 05120	N / A	0	N / A	N / A	In 05120	40
41	05521	Pipe and Tube Railings	In 05120	In 05120	In 05120	In 05120	N / A	0	N / A	N / A	In 05120	41
42	05530	Grating	In 05120	In 05120	In 05120	In 05120	N / A	0	N / A	N / A	In 05120	42
43	05731	Custom Formed Metal Fabrications	In 05120	In 05120	In 05120	In 05120	N / A	0	N / A	N / A	In 05120	43
44	05810	Expansion Joint Assemblies	In 09260 / 09512	In 09260 / 09512	In 09260 / 09512	In 09260 / 09512	N / A	0	N / A	N / A	In 09260 / 09512	44
45	**Division 6**	**Wood and Plastics**						0				45
46	06100	Rough Carpentry	42,762	58,033	1,018	N / A	N / A	-13,707	N / A	N / A	88,106	46
47	06410	Custom Cabinets	In 06100	In 06100	In 06100	In 06100	N / A	0	N / A	N / A	In 06100	47
48	**Division 7**	**Thermal and Moisture Protection**						0		N / A		48
49	07110	Damp proofing	85,266	79,657	29,655	19,152	N / A	-2,100	2,000	N / A	213,630	49
50	07120	Waterproofing	In 07110	In 07110	In 07110	In 07110	N / A	0	In 07110	N / A	In 07110	50
51	07210	Building Insulation	With Trades	With Trades	With Trades	With Trades	N / A	0	With Trades	N / A	With Trades	51
52	07241	EIFS - Thin Coat Class PB	In 09260	In 09260	In 09260	In 09260	N / A	0	In 09260	N / A	In 09260	52
53	07263	Below slab-on-Grade Vapor Retarder	In 03300	In 03300	In 03300	In 03300	N / A	0	N / A	N / A	In 03300	53
54	07417	Insulated Metal Wall Panels	53,960	N / A	N / A	N / A	N / A	0	N / A	N / A	53,960	54
55	07552	Modified Bituminous Membrane Roofing	403,617	239,183	6,304	33,988	N / A	0	0	N / A	683,092	55
56	07591	Membrane Re-roofing Preparation	In 07552	In 07552	In 07552	In 07552	N / A	0	In 07552	N / A	In 07552	56
57	07600	Flashing and Sheet Metal	Void Per RFI 15	Void Per RFI 15	Void Per RFI 15	Void Per RFI 15	N / A	0	N / A	N / A	Void Per RFI 15	57
58	07710	Manufactured Roof Specialties	In 07552	In 07552	In 07552	In 07552	N / A	0	In 07552	N / A	In 07552	58
59	07716	Roof Expansion Assemblies	In 07552	In 07552	In 07552	In 07552	N / A	0	In 07552	N / A	In 07552	59
60	07720	Roof Accessories	In 07552	In 07552	In 07552	In 07552	N / A	0	In 07552	N / A	In 07552	60
61	07841	Through-Penetration Firestopping	With Trades	With Trades	With Trades	With Trades	N / A	0	With Trades	N / A	With Trades	61
62	07842	Fire-Resistive Joint Firestopping	In 04210 / 09260	In 04210 / 09260	In 04210 / 09260	In 04210 / 09260	N / A	0	In 04210 / 09260	N / A	In 04210 / 09260	62
63	07920	Joint Sealants	In 07110	In 07110	In 07110	In 07110	N / A	0	N / A	N / A	In 07110	63
64	**Division 8**	**Doors & Windows**						0				64
65	08115	Hollow Metal Doors and Frames	23,167	65,558	6,945	7,548	N / A	0	5,002	N / A	108,220	65
66	08211	Flush Wood Doors	In 08115	In 08115	In 08115	In 08115	N / A	0	N / A	N / A	In 08115	66
67	08311	Access Doors and Frames	1,000	1,000	1,000	N / A	N / A	0	1,000	N / A	4,000	67
68	08312	Security Access Doors and Frames	In 11195	In 11195	In 11195	In 11195	N / A	0	In 11195	N / A	In 11195	68
69	08322	Detention Doors and Frames	In 11195	In 11195	In 11195	In 11195	N / A	0	In 11195	N / A	In 11195	69
70	08331	Overhead Coiling Doors	65,963	N / A	N / A	4,266	N / A	0	N / A	N / A	70,229	70
71	08332	Overhead Coiling Counter Shutters	In 08331	In 08331	In 08331	In 08331	N / A	0	N / A	N / A	In 08331	71
72	08350	Four Fold Sally Port Doors	N / A	84,196	N / A	N / A	N / A	0	N / A	N / A	84,196	72

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		AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	5,748	248,292	85,949	
73	08355	Accordion Folding Fire Doors	In 08331	In 08331	In 08331	In 08331	N / A	0	N / A	N / A	In 08331	73
74	08412	Aluminum Entrance Doors	N / A	N / A	N / A	N / A	N / A	0	N / A	N / A	N / A	74
75	08710	Door Hardware	IN 08115	IN 08115	IN 08115	IN 08115	N / A	0	N / A	N / A	IN 08115	75
76	08800	Glazing	3,000	2,000	3,000	N / A	N / A	132,344	N / A	N / A	140,344	76
77	08805	Security Glazing	In 11195	In 11195	In 11195	In 11195	N / A	0	N / A	N / A	In 11195	77
78	08830	Mirrors	In 08412	In 08412	In 08412	In 08412	N / A	0	N / A	N / A	In 08412	78
79	08920	Glazed Aluminum Wall Systems	139,000	N / A	N / A	N / A	N / A	0	N / A	N / A	139,000	79
80	**Division 9**	**Finishes**						0				80
81	09210	Acoustical Cement Plaster	In 09260	In 09260	In 09260	21,035	In 09260	-21,035	In 09260	N / A	0	81
82	09220	Portland Cement Plaster	In 09260	In 09260	In 09260	In 09260	In 09260	0	In 09260	N / A	In 09260	82
83	09260	Gypsum Board Assemblies	354,241	147,500	64,000	33,500	N / A	2,000	N / A	N / A	601,241	83
84	09265	Finishing of Gypsum Board	In 09260	In 09260	In 09260	In 09260	In 09260	0	N / A	N / A	In 09260	84
85	09300	Tile	143,537	14,640	22,320	N / A	N / A	0	6,000	N / A	186,497	85
86	09512	Acoustical Panel Ceilings	40,358	22,980	2,810	N / A	N / A	750	12,765	N / A	79,663	86
87	09651	Resilient Tile Flooring	56,004	21,960	399	N / A	N / A	0	15,585	N / A	93,948	87
88		Seal VCT /Rubber Floors due to Moisture Testing - Allowance	19,425	14,656	N / A	N / A	N / A	0	N / A	N / A	34,081	88
89	09653	Resilient Base & Accessories	In 09651	In 09651	In 09651	In 09651	In 09651	0	In 09651	N / A	In 09651	89
90	09671	Resinous Flooring	N / A	N / A	35,789	N / A	N / A	0	N / A	N / A	35,789	90
91		Sealing of epoxy floors due to moisture testing - allowance	N / A	N / A	9,367	N / A	N / A	0	N / A	N / A	9,367	91
92	09681	Carpet Tiles	In 09651	In 09651	In 09651	In 09651	In 09651	0	N / A	N / A	In 09651	92
93	09900	Painting For Utilities	229,550	76,130	32,035	19,785	N / A	-9,800	11,345	N / A	359,045	93
94	09910	Painting	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	N / A	In 0990	94
95	09965	Sacrificial Graffiti Barrier Coatings	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	N / A	In 0990	95
96	09968	Textured Acrylic Coatings	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	N / A	In 0990	96

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		AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	5,748	248,292	85,949	
97	09970	Coating for Steel	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	N / A	In 0990	97
98	09985	Silicone Elastomeric Coatings	In 0990	In 0990	In 0990	In 0990	In 0990	0	In 0990	N / A	In 0990	98
99	**Division 10**	**Specialties**						0				99
100	10100	Visual Display Board	2,580	N / A	N / A	N / A	N / A	0	N / A	N / A	2,580	100
101	10210	Wall Louvers	25,300	N / A	N / A	N / A	N / A	0	N / A	N / A	25,300	101
102	10270	Access Flooring	N / A	20,819	N / A	N / A	N / A	0	N / A	N / A	20,819	102
103	10400	Signs and Graphic Elements	4,965	3,586	N / A	N / A	3,600	0	N / A	N / A	12,151	103
104	10520	Fire Protection Specialties	47,279	6,705	1,523	N / A	N / A	0	N / A	N / A	55,507	104
105	10530	Prefabrication Aluminum Canopies	N / A	20,128	N / A	N / A	N / A	0	N / A	N / A	20,128	105
106	107560	Telephone Specialties	In 10520	In 10520	In 10520	In 10520	N / A	0	N / A	N / A	In 10520	106
107	10810	Toilet Accessories	In 10520	In 10520	In 10520	In 10520	N / A	0	N / A	N / A	In 10520	107
108	**Division 11**	**Equipment**						0				108
109	11015	Exterior Building Maintenance Support Systems	33,904	42,174	N / A	N / A	N / A	0	N / A	N / A	76,078	109
110	11110	Laundry Equipment	N / A	N / A	38,417	N / A	N / A	0	N / A	N / A	38,417	110
111	11132	Protection Screens	In 10520	In 10520	In 10520	In 10520	N / A	0	N / A	N / A	In 10520	111
112	11133	T. V. Support Brackets	In 10520	In 10520	In 10520	In 10520	N / A	0	N / A	N / A	In 10520	112
113	11193	Detention Screens	In 11195	In 11195	In 11195	In 11195	N / A	0	N / A	N / A	In 11195	113
114	11195	Detention Furnishings	758,572	402,651	16,194	1,000	N / A	-151,248	6,755	N / A	1,033,924	114
115	11196	Security Fasteners	In 11195	In 11195	In 11195	In 11195	N / A	0	IN 11195	N / A	In 11195	115
116	11400	Food Service Equipment	N / A	N / A	414,926	N / A	N / A	3,986	N / A	N / A	418,912	116
117		Temporary Kitchens	N / A	N / A	595,243	N / A	N / A	0	N / A	N / A	595,243	117
118	11451	Residential Appliances	N / A	N / A	N / A	N / A	N / A	0	N / A	N / A	N / A	118
119	11491	Gymnasium Equipment	6,701	N / A	N / A	N / A	N / A	-6,701	N / A	N / A	0	119
120	**Division 12**	**Furnishings**						0				120
121	**Division 13**	**Special Construction**						0				121
122	13852	Digital Addressable Fire Alarm System	In Electrical	In Electrical	In Electrical	In Electrical	In Electrical	0	N / A	N / A	In Electrical	122
123	13915	Fire Suppression Piping	In 13915	In 13915	In 13915	In 13915	In 13915	0	N / A	N / A	In 13915	123
124	13930	Wet Pipe Fire Suppression Sprinklers	188,070	72,685	10,250	12,515	6,640	0	16,450	N / A	306,610	124
125	13935	Dry Pipe Fire Suppression Sprinklers	In 13915	In 13915	In 13915	In 13915	In 13915	0	N / A	N / A	In 13915	125
126	**Division 14**	**Conveying Systems**						0				126
127	14240	Hydraulic Elevators	269,890	N / A	N / A	N / A	N / A	0	N / A	N / A	269,890	127
128	14580	Pneumatic Tube Systems	N / A	N / A	N / A	N / A	N / A	0	44,292	N / A	44,292	128
129	**Division 15**	**Mechanical**						0				129
130		Plumbing	631,630	197,370	154,500	97,000	28,000	0	17,000	N / A	1,125,500	130
131		HVAC	1,119,799	311,055	248,844	1,306,432	124,422	20,000	10,000	N / A	3,140,552	131
132	**Division 16**	**Electrical**						0				132

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		AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	5,748	248,292	85,949	
133		Electrical	1,935,353	304,864	226,814	103,254	255,158	-150,000	60,000	N / A	2,735,443	133
134	**Division 17**	**Technology**						0				134
135	17010	Technology General Provisions	1,151,512	419,979	53,995	68,118	132,305	-75,000	20,425	N / A	1,771,334	135
136	17110	Pathways and Spaces for Structural Cabling System	In 17010	In 17010	In 17010	In 17010	In 17010	0	N / A	N / A	In 17010	136
137	17120	Structured Cabling system	In 17010	In 17010	In 17010	In 17010	In 17010	0	N / A	N / A	In 17010	137
138	17450	Grounding and Bonding for Telecommunications Systems	In 17010	In 17010	In 17010	In 17010	In 17010	0	N / A	N / A	In 17010	138
139	17776	Paging System	In 17010	In 17010	In 17010	In 17010	In 17010	0	N / A	N / A	In 17010	139
140	17783	Broadband Distribution Systems	In 17010	In 17010	In 17010	In 17010	In 17010	0	N / A	N / A	In 17010	140
141	17810	Security Control System	In 17010	In 17010	In 17010	In 17010	In 17010	0	N / A	N / A	In 17010	141
142	17820	Closed Circuit Television System	In 17010	In 17010	In 17010	In 17010	In 17010	0	N / A	N / A	In 17010	142
143	17830	Intercom System	In 17010	In 17010	In 17010	In 17010	In 17010	0	N / A	N / A	In 17010	143
144		Walkway Canopy	N / A	N / A	N / A	N / A	128,715	0	N / A	N / A	128,715	144
145		Administration Area						0			0	145
146		Alternate No. 2 CCTV Monitoring	31,107	N / A	N / A	N / A	N / A	N / A	N / A	N / A	31,107	146
147		Alternate No .5 T5.12 Note No. 1	21,710	N / A	N / A	N / A	N / A	N / A	N / A	N / A	21,710	147
148		Value Management Allowance						-100,076			-100,076	148

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		AREA SQUARE FEET	60,395	17,124	8,613	2,580	248,292	80,201	5,748	248,292	85,949	
149		**Subtotal Cost of Work:**	**$11,696,673**	**$4,205,923**	**$2,155,287**	**$1,925,611**	**$1,813,171**	**-$368,223**	**$294,059**	**$156,876**	**$21,879,377**	149
150		BUILDING PERMIT COSTS	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	150
151	**0.15%**	DATA PROCESSING COST	$22,303	$8,020	$4,110	$3,672	$3,457	-$702	$494	$264	**$41,617**	151
152	**1.25%**	SUB GUARD / SUBCONTRACTOR BONDS	$146,208	$52,574	$26,941	$24,070	$22,665	-$4,603	$3,676	$1,961	**$273,492**	152
153		OWNER'S PROTECTIVE LIABILITY INSURANCE	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	By Owner	153
154		BUILDERS RISK INSURANCE (Alternate)	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	154
155	**0.861%**	P&P BOND	$128,058	$46,048	$23,597	$21,082	$19,851	-$4,031	$2,838	$1,514	**$238,956**	155
156		GENERAL CONDITIONS	$1,597,447	$574,415	$294,354	$262,986	$247,630	-$50,289	$0	N / A	**$2,926,542**	156
157	**3.000%**	CONTINGENCY	$350,900	$126,178	$64,659	$57,768	$54,395	-$11,047	$8,822	$4,706	**$656,381**	157
158		PERMIT DESIGN ADJUSTMENT ALLOWANCE	$40,939	$14,721	$7,544	$6,740	$6,346	-$1,289	N / A	N / A	**$75,000**	158
160	**0.970%**	GENERAL LIABILITY INSURANCE	$144,224	$51,860	$26,575	$23,743	$22,357	-$4,540	$3,196	$1,705	**$269,121**	160
161		**Subtotal w/Indirect Costs:**	**$14,126,752**	**$5,079,738**	**$2,603,065**	**$2,325,672**	**$2,189,872**	**-$444,724**	**$313,085**	**$167,026**	**$26,360,486**	161
162	**5.25%**	OVERHEAD & PROFIT	$741,654	$266,686	$136,661	$122,098	$114,968	-$23,348	$16,437	$8,769	**$1,383,926**	162
163		PRECONSTRUCTION SERVICES FEE	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	Not Included	163
164		**FINAL BID AMOUNT-->**	**$14,868,406**	**$5,346,424**	**$2,739,726**	**$2,447,770**	**$2,304,840**	**-$468,072**	**$329,522**	**$175,795**	**$27,744,412**	164
		COST PER SQUARE FOOT	$246.19	$312.22	$318.09	$948.75	$9.28	-$5.84	$57.33	$0.71	$322.80	

SKANSKA Wharton-Smith, Inc

Seminole County Jail
GMP Deliverable Alternate Summary
February 19, 2008
Updated May 28, 2008

GMP - Exhibit D

DIVISION	DESCRIPTION	Alternate No. 3 Third Floor Addition	Builders Risk Insurance Base Bid Amount Only
	AREA SQUARE FEET	30,198	85,949
Division 1	General Requirements		
01732	Selective Demolition	N / A	N / A
Division 2	Site Construction		
02002	FDOT Standard Specifications for Road and Bridge Construction	N / A	N / A
02080	Abandonment Removal and Disposal of Existing pipe removed form service	N / A	N / A
02100	Site Preparation	N / A	N / A
02140	Dewatering (During Construction)	N / A	N / A
02200	Earthwork	N / A	N / A
02276	Temporary Erosion & Sediment Control	N / A	N / A
02330	Manholes	N / A	N / A
02361	Termite Control	N / A	N / A
02660	Water Transmission System	N / A	N / A
02670	Wastewater Transmission System	N / A	N / A
02700	Irrigation	N / A	N / A
02822	Security Chain-Link Fences and Gates	N / A	N / A
02840	Parking Accessories	N / A	N / A
02900	Landscape	N / A	N / A
02920	Sod	N / A	N / A
Division 3	Concrete		
03100	Concrete Formwork	In 03300	N / A
03200	Concrete Reinforcement	In 03300	N / A
03300	Cast- In- Place Concrete	610,115	N / A
03301	Cast- In- Place Concrete For Site Work	In 03300	N / A
03350	Concrete Finishing	In 03300	N / A
	Prep concrete floors prior to installation of floor sealer allowance	N / A	N / A
03410	Structural Precast Concrete	184,930	N / A
03470	Tilt-Up Concrete Construction	In 03300	N / A
03530	Concrete Topping	In 03300	N / A
03600	Grouting of Utility Pipes	N / A	N / A
Division 4	Masonry		
04210	Brick Masonry	62,660	N / A
04220	Concrete Masonry Units	In 04210	N / A
04230	Reinforced Unit Masonry	In 04210	N / A
Division 5	Metals		
05120	Structural Steel	97,076	N / A
05200	Steel Joists	N / A	N / A

SKANSKA Wharton-Smith, Inc

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	AREA SQUARE FEET	30,198	85,949
05310	Steel Roof Deck	N / A	N / A
05400	Cold Formed Metal Framing	In 09260	N / A
05500	Metal Fabrications	In 05120	N / A
05511	Metal Stairs	In 05120	N / A
05521	Pipe and Tube Railings	In 05120	N / A
05530	Grating	In 05120	N / A
05731	Custom Formed Metal Fabrications	In 05120	N / A
05810	Expansion Joint Assemblies	N / A	N / A
Division 6	Wood and Plastics		
06100	Rough Carpentry	N / A	N / A
06410	Custom Cabinets	N / A	N / A
Division 7	Thermal and Moisture Protection		N / A
07110	Damp proofing	22,300	N / A
07120	Waterproofing	In 07110	N / A
07210	Building Insulation	With Trades	N / A
07241	EIFS - Thin Coat Class PB	In 09260	N / A
07263	Below slab-on-Grade Vapor Retarder	N / A	N / A
07417	Insulated Metal Wall Panels	N / A	N / A
07552	Modified Bituminous Membrane Roofing	N / A	N / A
07591	Membrane Re-roofing Preparation	N / A	N / A
07600	Flashing and Sheet Metal	N / A	N / A
07710	Manufactured Roof Specialties	N / A	N / A
07716	Roof Expansion Assemblies	N / A	N / A
07720	Roof Accessories	N / A	N / A
07841	Through-Penetration Firestopping	With Trades	N / A
07842	Fire-Resistive Joint Firestopping	In 04210 / 09260	N / A
07920	Joint Sealants	In 07110	N / A
Division 8	Doors & Windows		
08115	Hollow Metal Doors and Frames	N / A	N / A
08211	Flush Wood Doors	N / A	N / A
08311	Access Doors and Frames	N / A	N / A
08312	Security Access Doors and Frames	In 11195	N / A
08322	Detention Doors and Frames	In 11195	N / A
08331	Overhead Coiling Doors	16,860	N / A
08332	Overhead Coiling Counter Shutters	N / A	N / A
08350	Four Fold Sally Port Doors	N / A	N / A

SKANSKA

Wharton-Smith, Inc

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	AREA SQUARE FEET	30,198	85,949
08355	Accordion Folding Fire Doors	N / A	N / A
08412	Aluminum Entrance Doors	N / A	N / A
08710	Door Hardware	N / A	N / A
08800	Glazing	54,000	N / A
08805	Security Glazing	IN 11195	N / A
08830	Mirrors	N / A	N / A
08920	Glazed Aluminum Wall Systems	70,000	N / A
Division 9	Finishes		
09210	Acoustical Cement Plaster	In 09260	N / A
09220	Portland Cement Plaster	In 09260	N / A
09260	Gypsum Board Assemblies	6,500	N / A
09265	Finishing of Gypsum Board	N / A	N / A
09300	Tile	N / A	N / A
09512	Acoustical Panel Ceilings	N / A	N / A
09651	Resilient Tile Flooring	N / A	N / A
	Seal VCT /Rubber Floors due to Moisture Testing - Allowance	N / A	N / A
09653	Resilient Base & Accessories	In 09651	N / A
09671	Resinous Flooring	N / A	N / A
	Sealing of epoxy floors due to moisture testing - allowance	N / A	N / A
09681	Carpet Tiles	N / A	N / A
09900	Painting For Utilities	23,620	N / A
09910	Painting	In 0990	N / A
09965	Sacrificial Graffiti Barrier Coatings	In 0990	N / A
09968	Textured Acrylic Coatings	In 0990	N / A

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Wharton-Smith, Inc

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DIVISION	DESCRIPTION	Alternate No. 3 Third Floor Addition	Builders Risk Insurance Base Bid Amount Only
	AREA SQUARE FEET	30,198	85,949
09970	Coating for Steel	In 0990	N / A
09985	Silicone Elastomeric Coatings	In 0990	N / A
Division 10	Specialties		
10100	Visual Display Board	N / A	N / A
10210	Wall Louvers	N / A	N / A
10270	Access Flooring	N / A	N / A
10400	Signs and Graphic Elements	244	N / A
10520	Fire Protection Specialties	N / A	N / A
10530	Prefabrication Aluminum Canopies	N / A	N / A
107560	Telephone Specialties	N / A	N / A
10810	Toilet Accessories	N / A	N / A
Division 11	Equipment		
11015	Exterior Building Maintenance Support Systems	N / A	N / A
11110	Laundry Equipment	N / A	N / A
11132	Protection Screens	N / A	N / A
11133	T. V. Support Brackets	N / A	N / A
11193	Detention Screens	IN 11195	N / A
11195	Detention Furnishings	42,713	N / A
11196	Security Fasteners	IN 11195	N / A
11400	Food Service Equipment	N / A	N / A
0	Temporary Kitchens	N / A	N / A
11451	Residential Appliances	N / A	N / A
11491	Gymnasium Equipment	N / A	N / A
Division 12	Furnishings		
Division 13	Special Construction		
13852	Digital Addressable Fire Alarm System	N / A	N / A
13915	Fire Suppression Piping	N / A	N / A
13930	Wet Pipe Fire Suppression Sprinklers	30,800	N / A
13935	Dry Pipe Fire Suppression Sprinklers	N / A	N / A
Division 14	Conveying Systems		
14240	Hydraulic Elevators	9,930	N / A
14580	Pneumatic Tube Systems	N / A	N / A
Division 15	Mechanical		
	Plumbing	10,700	N / A
	HVAC	67,000	N / A
Division 16	Electrical		

SKANSKA Wharton-Smith, Inc

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	AREA SQUARE FEET	30,198	85,949
	Electrical	70,000	N / A
Division 17	Technology		N / A
17010	Technology General Provisions	29,715	N / A
17110	Pathways and Spaces for Structural Cabling System	N / A	N / A
17120	Structured Cabling system	N / A	N / A
17450	Grounding and Bonding for Telecommunications Systems	N / A	N / A
17776	Paging System	N / A	N / A
17783	Broadband Distribution Systems	N / A	N / A
17810	Security Control System	N / A	N / A
17820	Closed Circuit Television System	N / A	N / A
17830	Intercom System	N / A	N / A
	Walkway Canopy	N / A	N / A
	Administration Area		

SKANSKA

Wharton-Smith, Inc

Seminole County Jail
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DIVISION	DESCRIPTION	Alternate No. 3 Third Floor Addition	Builders Risk Insurance Base Bid Amount Only
	AREA SQUARE FEET	30,198	85,949
	Subtotal Cost of Work:	**$1,409,163**	N / A
	BUILDING PERMIT COSTS	N / A	N / A
	DATA PROCESSING COST	$2,659	N / A
	SUB GUARD / SUBCONTRACTOR BONDS	$17,615	N / A
	OWNER'S PROTECTIVE LIABILITY INSURANCE	By Owner	N / A
	BUILDERS RISK INSURANCE (Alternate)	Alternate	$199,000
	P&P BOND	$15,267	N / A
	GENERAL CONDITIONS	$180,000	N / A
	CONTINGENCY	$42,275	N / A
	PERMIT DESIGN ADJUSTMENT ALLOWANCE	N / A	N / A
	GENERAL LIABILITY INSURANCE	$17,194	N / A
	Subtotal w/Indirect Costs:	$1,684,172	$199,000
	OVERHEAD & PROFIT	$88,419	N / A
	PRECONSTRUCTION SERVICES FEE	Not Included	Not Included
	FINAL BID AMOUNT-->	$1,772,591	$199,000
	COST PER SQUARE FOOT	$58.70	$2.32

Ex. E

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

BOARD OF COUNTY COMMISSIONERS

200 W. County Home Road, Sanford, FL 32773

PROPOSAL OF INSURANCE

BUILDERS RISK INSURANCE

June 1, 2008 – February 1, 2010

Presented By:

Arthur J. Gallagher Risk Management Services, Inc.
7380 W. Sand Lake Road, Suite 390, Orlando, Fl 32819
Phone: 407-370-2320; Fax# 407-370-3057

Gregory S. Butterfield, CPCU, ARM-P
AREA CHAIR

Audrey Dellolio, ARM
AREA ASSISTANT VICE PRESIDENT

Date Presented: March 24, 2008
Final Revision: April 29, 2008

NAMED INSUREDS

Seminole County Board of County Commissioners

NOTE: ANY ENTITY NOT NAMED IN THIS PROPOSAL, MAY NOT BE AN INSURED ENTITY. THIS MAY INCLUDE PARTNERSHIPS AND JOINT VENTURES.

IMPORTANT DISCLOSURES

The proposal is an outline of certain of the terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc. - Orlando. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

COMPENSATION DISCLOSURE

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of policies handled for a client's account. As permitted by law, Gallagher companies occasionally receive both commissions and fees.

2. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

3. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.

4. In placing, renewing, consulting on or servicing any retail insurance policy, entities acquired by Gallagher companies may continue after the acquisition date to participate in contingent commission agreements in place at the time of acquisition with insurance companies that provide for additional retail contingent compensation if underwriting, profitability, volume and retention goals are achieved. Gallagher owned wholesale brokers and agents may also participate in wholesale or program contingent commission agreements.

5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

AVC Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, Suite 1820
Itasca, IL 60143

PROPOSED CARRIER RATINGS AND ADMITTED STATUS

Revised 3/26/08; Changes in Blue text

Proposed Carriers	A. M. Best's Rating	Admitted/Non-Admitted
Assurance Company of America	A: XV	Admitted

If the above indicates coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings
Rating Levels and Categories

Level	Category
A++, A+	Superior
A, A-	Excellent
B++, B+	Very Good

Level	Category
B, B-	Fair
C++, C+	Marginal
C, C-	Weak

Level	Category
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Rating Suspended

Financial Size Categories
(In $000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I		Up to	1,000
FSC II	1,000	to	2,000
FSC III	2,000	to	5,000
FSC IV	5,000	to	10,000
FSC V	10,000	to	25,000
FSC VI	25,000	to	50,000
FSC VII	50,000	to	100,000
FSC VIII	100,000	to	250,000
FSC IX	250,000	to	500,000
FSC X	500,000	to	750,000
FSC XI	750,000	to	1,000,000
FSC XII	1,000,000	to	1,250,000
FSC XIII	1,250,000	to	1,500,000
FSC XIV	1,500,000	to	2,000,000
FSC XV	2,000,000	or more	

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Gallagher companies use A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

SUPPLEMENTAL COMMISSION DISCLOSURE

Effective January 1, 2005, Arthur J. Gallagher & Co., and its subsidiaries operating as insurance agents/brokers under the corporate holding company known as Arthur J. Gallagher Brokerage & Risk Management Services, LLC, **voluntarily discontinued** participating in "Contingent Income Agreements" which are routinely offered by insurance companies to agents and brokers.

Because Gallagher's retail operations have chosen to no longer accept contingent commissions, some insurance markets have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. The additional commissions are known at the effective date of the policy, but some insurance companies are paying the commission increase apart and later from when the commission is normally paid at policy issuance.

Any such supplemental commission payments are determined **without** regard to any performance factors which are contingent on future growth, retention, profitability, etc.

The additional commission ranges from less than 1% up to 5.5% of written or earned premium on eligible lines of business, not all lines of business qualify, and supplemental commission is not paid on policies written net of commission (zero commission.) The following markets and their affiliated companies may pay Gallagher additional commission in the manner described above:

- CNA Companies
- Chubb Companies
- Hartford Companies
- Safeco Companies
- Travelers Companies
- Zurich North America

NOTE: Upon request, your Gallagher representative can provide more specific information as it relates to this proposal.

Revised 4/28/08; Changes in Orange text
Revised 4/29/08; Changes in Green text

BUILDERS RISK INSURANCE

POLICY TERM:	**June 1, 2008 – February 1, 2010**
INSURER:	**Assurance Company of America**
LOCATION(S):	211 Bush Blvd., Sanford, FL 32773
LIMITS:	
Coverage Limit at Project Site	$28,400,000
Property In Transit	$1,000,000
Property at Temporary Location	$1,000,000
All Covered Property Limit	$28,400,000
DEDUCTIBLE/SIR; BASIS:	$25,000 Deductible / Per Occurrence **EXCEPT as shown under Coverage Extensions and**
Windstorm & Hail, Per Building	3% of values at risk subject to $125,000 minimum

COVERAGE EXTENSIONS:

ITEM	TOTAL LIMIT	DEDUCTIBLE
Water (flood) – Zone X	$10,000,000	$100,000
Testing Coverage – Building Systems	$28,400,000	$25,000
Earth Movement – Zone 4	$10,000,000	$50,000
Ordinance/Law		
- Undamaged Portion	$28,400,000	$25,000
- Demolition	$1,000,000	$25,000
- Increased Cost of Construction	$1,000,000	$25,000
Expediting Expense	$500,000	$25,000

SUBLIMITS:

Construction Forms & Scaffolding	$150,000	
Valuable Papers & Records	$25,000	
Outdoor Trees, Shrubs, Plants, Lawns Per Occurrence	$25,000	Maximum per Item: $500
Debris Removal	$100,000	Maximum, to 50% of PD loss
Pollutant Clean-Up & Removal	$25,000	Each 12 month policy period
Fire Department Service Charge	$10,000	
Cost to Re-fill Fire Protection Devices	$10,000	

Revised 4/28/08; Changes in Orange text

BUILDERS RISK INSURANCE, CONTINUED

Significant Exclusions include but may not be limited to:

- Soft Costs
- Business Income
- Existing Structures
- Governmental Action
- Nuclear or War
- ~~Earth Movement~~ (duplicate)
- ~~Ordinance or Law~~
- Unexplained Disappearance
- Shortage found upon taking Inventory
- Pollution
- Mold/Fungus
- Penalties for non-compliance of, or delay in completion of, any contract or failure to comply with contract conditions
- Faulty, inadequate or defective:
- 1) Planning, zoning, development, surveying, siting;
- 2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- 3) Materials used in repair, construction, renovation or remodeling;
- 4) Maintenance
- Wear, tear, gradual deterioration; settling, cracking, shrinking or expansion of walls, sidewalks, driveways, patios, floors or ceilings.

Forms (Edition):

- Builders Risk and Installation Coverage Form #40660 (10/98)
- Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot and Bacteria #801650 (04/04)
- Interest of SubContractors, Sub-SubContractors, Suppliers #40660 (1/25/08)

Revised 4/28/08; Changes in Orange text

BUILDERS RISK INSURANCE, CONTINUED

Premium:		
Builders Risk	~~$94,480.00~~	$87,164.00
Water (Flood)	~~Included~~	$9,491.00
Testing Coverage for Bldg Systems	~~$3,322.00~~	$3,322.00
Ordinance/Law – Demolition		$1,990.00
Ordinance/Law – Increased Cost		$1,990.00
Expediting Expenses		$1,278.00
Earth Movement		$1,424.00
Total Premium:	~~**$97,802.00**~~	**$106,659.00**
FL Hurricane CAT Fund Assessment:	~~$978.02~~	$1,066.59
FL Ins. Guaranty Fund:	~~$489.01~~	$533.30
FL Ins. Guaranty Fund Emergency:	~~$1,467.03~~	$1,599.89
Total with Assessments:	~~**$100,736.06**~~	**$109,858.78**
Minimum Earned Premium:	~~$73,352.00~~	$79,994.00

Audit Terms & Basis: NA
Warranty/Representation: Specified Premises

Subject To:

- Cost of construction breakdown
- Location of off-site storage and security provided
- Maximum values in transit at any one time
- ~~Construction schedule~~
- If project is not completed within estimated completion time of 20 months, any extension of coverage will require approval / agreement to extend and re-negotiation of rates, terms and conditions if extension is approved.

Reporting Form: NA
Coinsurance: NA
Valuation: Actual cost of repairing, replacing or rebuilding the Covered Property, whichever is less, with materials of comparable type and quality, up to the applicable Limit of Insurance. Actual cost can include labor, reasonable profit and overhead, provided that these costs are included in the applicable Limit of Insurance indicated in the Declarations or Schedules.

Revised 4/29/08; Changes in Green text

CLIENT AUTHORIZATION TO BIND COVERAGE

After careful consideration of your proposal dated 4/29/08, we accept your insurance quotation subject to the following exceptions/changes:

YES	NO	
		Bind Coverage As Shown Herein Except As Listed Below:

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

_____
Client Signature

_____
Dated

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Seminole County Board of County Commissioners

Revised 3/26/08; Changes in Blue text
Revised 4/28/08; Changes in Orange text
Revised 4/29/08; Changes in Green text

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name	Estimated TERM Premium 1	Comm % or Fee 2	Wholesaler, MGA or Intermediary %	AJG Owned ? Yes or No
Builder's Risk	Assurance Company of America	NA	$106,659 ~~$97,802.00~~	10%	NA	NA

Some carriers pay Gallagher additional commissions in addition to the policy commission and additional commissions are not contingent upon performance factors such as growth or profit. For new acquisitions and Gallagher wholesale placements, Gallagher may receive contingent commissions in lieu of additional commissions. These additional or contingent commissions may range from less than 1% up to 5% of the policy premium. Gallagher has made every attempt to correctly disclose the actual commission or dollars we will receive as compensation. Any errors are unintentional, and we will notify you of any material corrections within a reasonable time following discovery.

1 **The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.**

2 The commission rate is a percentage of annual premium excluding taxes & fees.

SECOND AMENDMENT TO AIA DOCUMENTA121 CMc – 2003 AND AGC DOCUMENT565

This Second Amendment To Construction Agreement ("Amendment") amends the AIA Document A121 CMc – 2003 and AGC Document 565 between Seminole County, Florida, a political subdivision of the State of Florida and Skanska/Wharton-Smith Joint Venture dated November 1, 2006 ("Agreement") and the GMP Amendment No. 1 to the Agreement executed on ___ day of _____, 2008 ("1ST Amendment") and is effective this ___ day of ____, 2008, and is made by and between Skanska/Wharton-Smith Joint Venture having a principal place of business at 60 North Court Ave. Orlando, FL 32804 ("Construction Manager") and Seminole County, Florida, a political subdivision of the State of Florida having principal places of business at 1101 E. First Street Sanford, Florida 32771 ("Owner") (collectively referred to herein as the "Parties").

WHEREAS Construction Manager and Owner wish to amend the Agreement; and

WHEREAS Owner desires to add additional scope to the Agreement; and

WHEREAS the Parties have agreed on pricing for the additional scope of Work; and

WHEREAS, Construction Manager and Owner have indicated their desire to amend the Agreement; and

WHEREAS Construction Manager and Owner desire that all remaining terms and conditions of the Agreement to remain in full force and effect;

NOW THEREFORE, Construction Manager and Owner agree to be bound by the following additions to the Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged and further agree that all remaining terms and conditions of the Agreement shall remain the same.

The following shall be amended in the Agreement:

1. The following pricing and scope is added to the Agreement: "The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, shall be increased by a sum of One Million Seven Hundred Seventy-Seven Thousand Five Hundred Ninety-One dollars and Zero Cents ($1,772,591.00) for the inclusion of Alternate No. 3 "Third Floor Addition" as referenced in Amendment No. 1 Exhibits A through E."

This Amendment is the entire agreement between the parties with respect to its subject matter. No provision of this Amendment shall be deemed waived, amended or modified by any party, unless such waiver, amendment or modification is made in writing and signed by both parties. This Amendment supersedes all previous agreements between the parties relating to its subject matter. To the extent there is a conflict between the Agreement, the 1st Amendment and this Amendment, the terms and conditions of this Amendment shall prevail. All other terms and conditions of the Agreement and 1st Amendment remain unchanged.

Addition of this Amendment does not alter the date of Substantial Completion established in Article II of Amendment No. 1 or the schedule contained in Exhibit C, dated April 28, 2008.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Skanska/Wharton-Smith Joint Venture	Seminole County, Florida a political subdivision of the State of Florida
By:_____	By:_____
Typed Name:_____	Typed Name:_____
Title:_____	Title: _____
Date:_____	Date:_____
Attest:_____	Attest:_____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Rename Bevier Road to Martin Luther King Jr. Boulevard

DEPARTMENT: Planning and Development **DIVISION:** Building and Fire

AUTHORIZED BY: Dori DeBord **CONTACT:** Amy Curtis **EXT:** 7426

MOTION/RECOMMENDATION:
Adopt and authorize the Chairman to execute a Resolution renaming Bevier Road to Martin Luther King Jr. Boulevard.

District 5 Brenda Carey Maggie Ketcham

BACKGROUND:

The new extension legally known as Bevier Road, located between Country Club Road and W SR 46 is complete. Addressing staff received a request to legally rename the roadway from Bevier Road to Martin Luther King Jr. Boulevard.

The abutting property owners were notified of the intent to rename the roadway. To date, no opposition has been received regarding this street renaming.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the resolution renaming Bevier Road between Country Club Road and West SR 46 to Martin Luther King Jr Boulevard.

ATTACHMENTS:

1. Copy of Recorded Plat
2. Maps and Aerials
3. Resolution

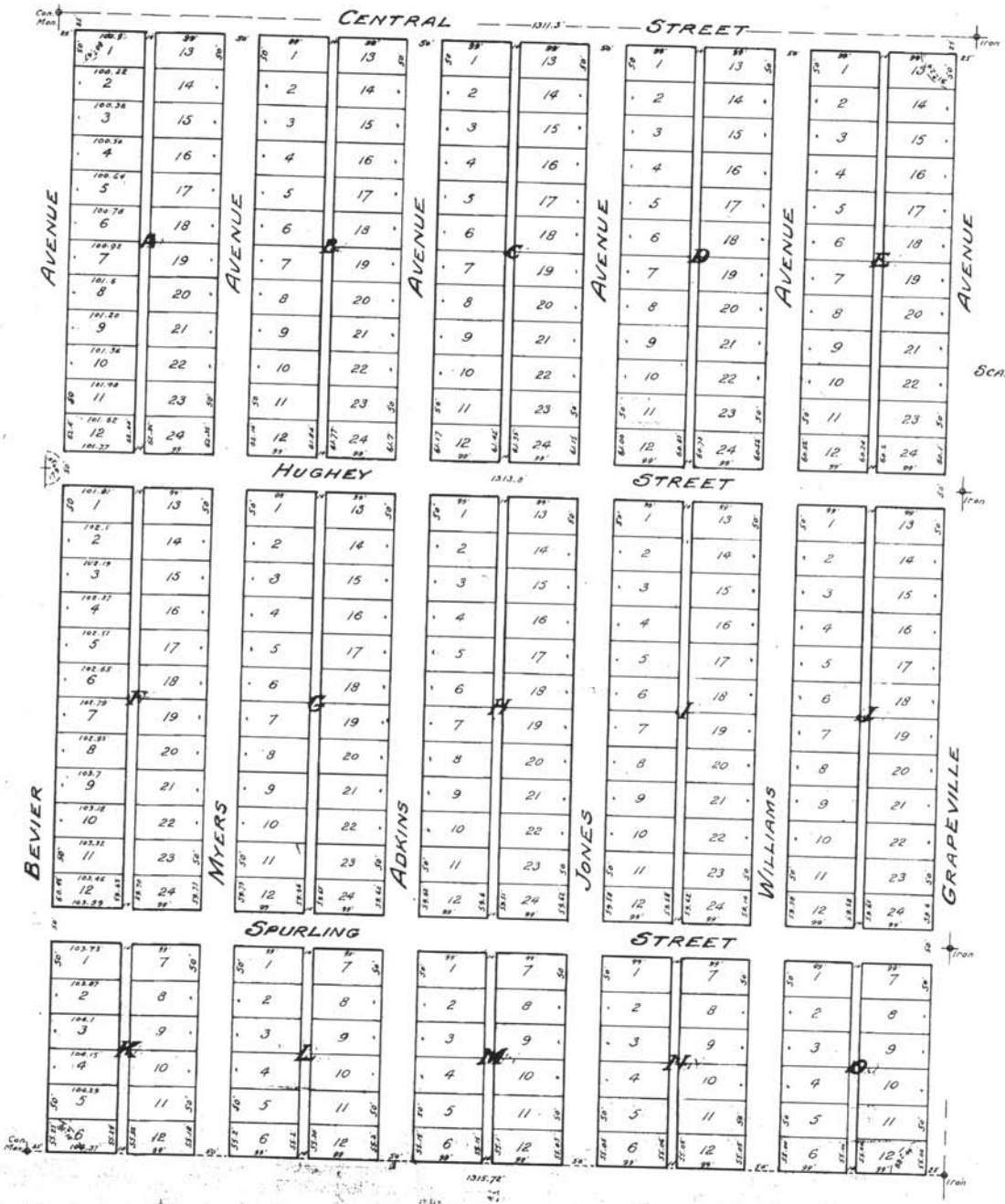
Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

PB 4

1ST ADDITION TO LOCKHART'S SUBDIVISION 26 PG 26

SANFORD, FLORIDA.



N

SCALE 1"=100'

DESCRIPTION:

Lots 27, 28, 29, 30, 31, 32, 33, and 34, M. M. Smith's Second Subdivision, as recorded in Plat Book No. 1, page 101 of the public records of Seminole County, Florida and also Lots 52 and 53 of M. M. Smith's Second Subdivision, as recorded in Plat Book No. 1, page 100 of the public records of Seminole County, Florida.

DEDICATION:

Know all men by these presents, that the MILLER-SMITH INVESTMENT COMPANY, Inc., a Florida corporation, by J. T. Miller, its President and Lisle W. Smith, its Secretary, as owner, has caused the land embraced in the annexed plat to be surveyed, laid out and platted, to be known as 1st ADDITION TO LOCKHART'S SUBDIVISION and that the streets and alleys as shown on said plat, are hereby dedicated to the use of the public.

Signed and sealed in the presence of

Robt. B. Pettit
Ernest Martin

MILLER SMITH INVESTMENT COMPANY, Inc.

J. T. Miller
President

Attest: Lisle W. Smith
Secretary

State of Florida
County of Seminole

On this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, J. T. Miller and Lisle W. Smith, known to me to be the persons who executed the above dedication and who being each by me duly sworn, did say that they are the President and Secretary, respectively of the MILLER SMITH INVESTMENT COMPANY, Inc., a Florida corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrumnt was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said J. T. Miller and Lisle W. Smith acknowledge said instrument to be the free act and deed of said corporation.

Witness my hand and official seal at Haines City, County of Polk, State of Florida, this the 10th day of November A. D. 1925.

Jesse P. Frizell
Notary Public

My commission expires Nov. 10th 1926

SURVEYOR'S CERTIFICATE:

On this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, A. H. Stone, who certifies that he is a competent Civil Engineer, and that he made the survey and plat hereon delineated, and that this plat is a correct representation of the lands surveyed, and that permanent monuments have been placed at points marked thus O. All measurements are in feet and hundredths od feet.

Signed and sealed in the presence of

Fred T. Williams
R. Hall

A. H. Stone (Seal)

Subscribed and sworn to before me this the 18th day of Nov. A. D. 1925 at Sanford, County of Seminole, State of Florida.

A. M. Weeks Notary Public

My commission expires Aug 21, 1927

COUNTY APPROVAL:

This plat was approved by the Board of County Commissioners of Seminole County, Florida at a meeting held Nov. 9-1925

R. E. Douglass County Clerk

MUNICIPAL APPROVAL:

This plat was approved by the City Commission of Sanford, Florida at a meeting held Oct. 9th 1925

#20221

L. A. Phillips City Clerk

This plat complies with Survey Laws 1925. Filed this 18th day of Nov. 1925 11:45 A.M. and recorded in Plat Book No. 4, page 26 of the public records of Seminole County, Florida this 18th day of Nov. A. D. 1925

R. E. Douglass Clerk, Circuit Court

By _____ D. C.

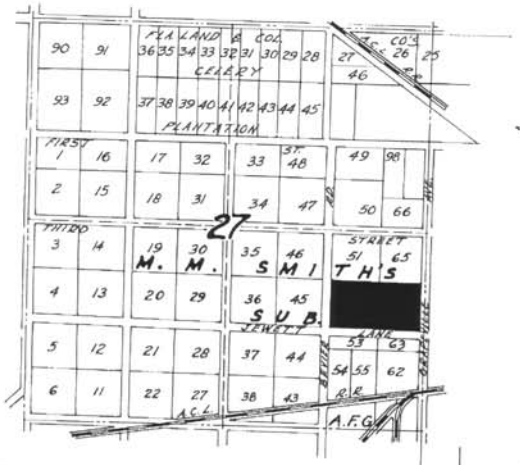
WEST HAVEN

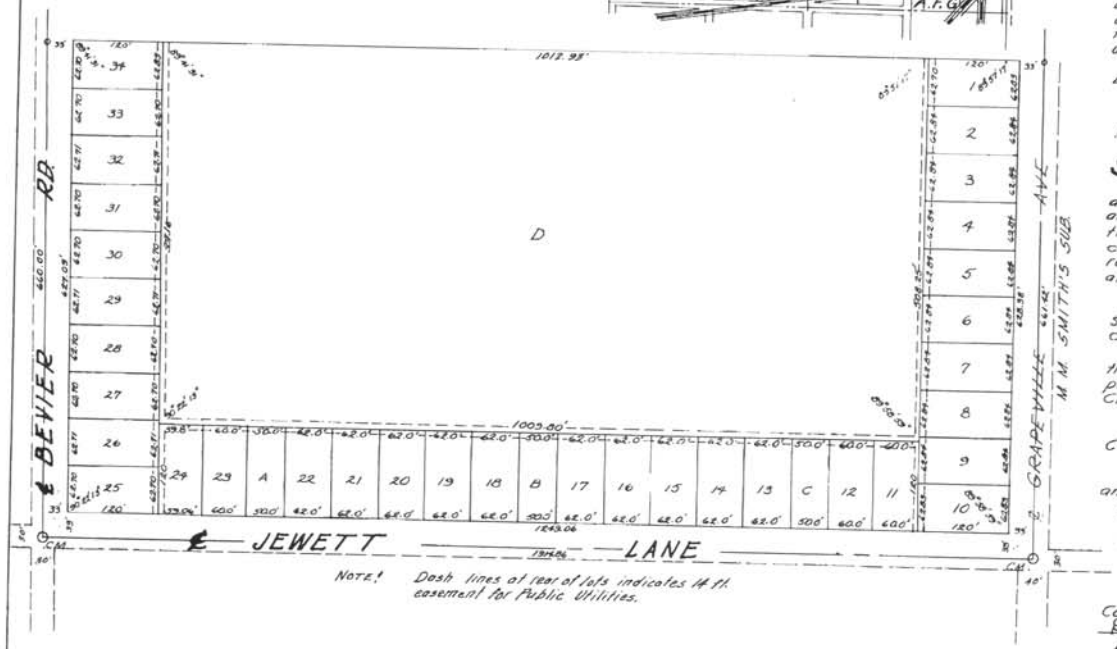
SEMINOLE COUNTY, FLORIDA

DESCRIPTION

LOTS 52 & 64 OF M.M. SMITH'S SUBDIVISION ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK #1, PAGE 55 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING IN SECTION 27, TOWNSHIP 19 SOUTH, RANGE 30 EAST.

SCALE 1"=100'





NOTE! Dash lines at rear of lots indicates 14 ft. easement for Public Utilities.

DEDICATION

Know all men by these presents that M.L. Nichols and Pauline Nichols, his wife, as owner has caused the land embraced in the annexed plat to be laid out, surveyed and platted; to be known as West Haven and the streets as shown are hereby dedicated to the use of the public.

Signed and sealed in the presence of:

M. L. Nichols

Witness

Witness

Pauline Nichols

No. 39861

Filed and recorded in Plat Book 11 Page 92 of the Public Records of Seminole County, Florida, this 18 day of March A.D. 1958 at 4:19 o'clock P.M.

Clerk of Circuit Court

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

On this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, M.L. Nichols and Pauline Nichols, his wife, to me well known to be the persons who executed the foregoing dedication and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and seal this 28th day of February A.D. 1958

Notary Public.

My commission expires July 22, 1959

SURVEYOR'S CERTIFICATE

This is to certify that the undersigned, being a registered surveyor, has surveyed, laid out and platted the above described property and the plat hereon delineated is a true and correct representation of the same. Permanent reference monuments have been planted at all points marked thus - o

A.C. DOUDNEY, Reg. Land Surveyor No. 572

STATE OF FLORIDA
COUNTY OF SEMINOLE

This is to certify that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, as not repealed

Clerk of Circuit Court and Ex. Off. to County Clerk, Seminole County, Florida

This is to certify that I have examined the annexed plat and approve said plat.

County Surveyor, Seminole County, Florida
M.E. Hugate, Reg. Land Surveyor No. 248

COUNTY APPROVAL

This plat was approved by the Board of County Commissioners at a meeting held in Sanford, Florida this 18 day of March A.D. 1958

Clerk

Chairman

PLAT BOOK 14
AND PAGE 45

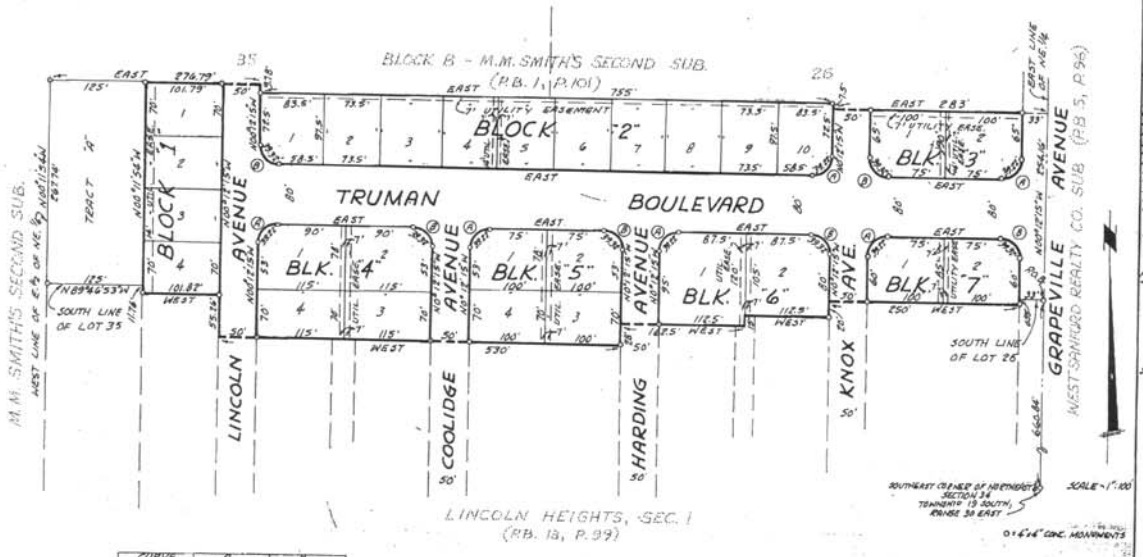
Lincoln Heights

Section Two

Seminole County, Florida

DESCRIPTION

A SUBDIVISION IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 30 EAST BEING A REPLAT OF PART OF LOTS 26 AND 35, BLOCK B, AND THAT PART OF THE EAST ½ OF BEVIER AVENUE LYING WEST OF THE SOUTH 267.9 FEET OF SAID LOT 35, OF "M. M. SMITH'S SECOND SUBDIVISION" AS RECORDED IN PLAT BOOK "1", PAGE 101, PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; AND ALSO TRACTS A, B, C, D, E, F, G, H AND J OF "LINCOLN HEIGHTS SECTION 1" AS RECORDED IN PLAT BOOK "13", PAGE 99 PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 30 EAST; RUN N 0°12'15"W 660.84 FEET ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 34, FOR THE POINT OF BEGINNING; RUN THENCE N 89°46'53"W 33 FEET; THENCE S00°12'15"E 0.93 FEET; THENCE WEST 250 FEET; THENCE S00°12'15"E 20 FEET; THENCE WEST 112.5 FEET; THENCE S00°12'15"E 15 FEET; THENCE WEST 162.5 FEET; THENCE S0°12'15"E 28 FEET; THENCE WEST 530 FEET; THENCE N00°12'15"W 55.26 FEET; THENCE WEST 101.82 FEET; THENCE N00°11'54"W 11.76 FEET; THENCE N89°46'53"W 125 FEET; THENCE N00°11'54"W 267.74 FEET; THENCE EAST 276.79 FEET; THENCE S00°12'15"E 9.78 FEET; THENCE EAST 755 FEET; THENCE S00°12'15"E 75 FEET; THENCE EAST 283 FEET TO A POINT ON THE AFORESAID EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 34; THENCE S00°12'15"E 254.16 FEET TO THE POINT OF BEGINNING.



CURVE	Δ	R	L
BELVA	90°17'15"	25.00'	39.39'
TRUMAN	2°54'7"	1145.92'	58.09'
KNOX	2°54'7"	1145.92'	58.09'

#10857

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the AVENUES, EASEMENTS _____ shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on _____

LINCOLN HEIGHTS, INC.
By William W. Austin
President

Attest:
Roy Simmons
ASST SECRETARY

Signed and sealed in the presence of:
Ed Wyd
Daniel E. Stanley

STATE OF FLORIDA COUNTY OF ORANGE

THIS IS TO CERTIFY, That on MAY 21, 1964 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared WILLIAM W. AUSTIN and ROY SIMMONS respectively VICE President and ASSISTANT SECRETARY of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

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

Daniel E. Stanley
NOTARY PUBLIC
My Commission Expires MARCH 15, 1968.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT JONES AND WOOD, INCORPORATED, A CORPORATION DULY CHARTERED BY THE STATE OF FLORIDA, HAS AUTHORIZED P. H. JONES, ITS PRESIDENT, A DULY LICENSED AND REGISTERED LAND SURVEYOR, FLORIDA REGISTRATION #797, TO CERTIFY THAT ON MAY 15, 1964 THE SURVEY OF LANDS AS SHOWN ON THE FOREGOING PLAT WAS COMPLETED; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS DESCRIBED AND PLATTED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES AND THAT SAID LAND IS LOCATED IN SEMINOLE COUNTY, FLORIDA.

IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON MAY 21, 1964

JONES AND WOOD, INCORPORATED

BY: P. H. Jones, PRES., REGISTRATION #797

ATTEST: [illegible] SEC'Y, REGISTRATION #1150

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Board of County Commissioners of SEMINOLE County, Florida.

Chairman of the Board.

ATTEST:

BY [illegible] Clerk of the Board.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON AUG. 21, 1969 AT 3:26 A.M. FILE NR. 071890

BY [illegible]
CLERK OF THE CIRCUIT COURT
IN AND FOR SEMINOLE COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY, That on AUGUST 4, 1964 the SEMINOLE County Zoning Commission approved the foregoing plat.

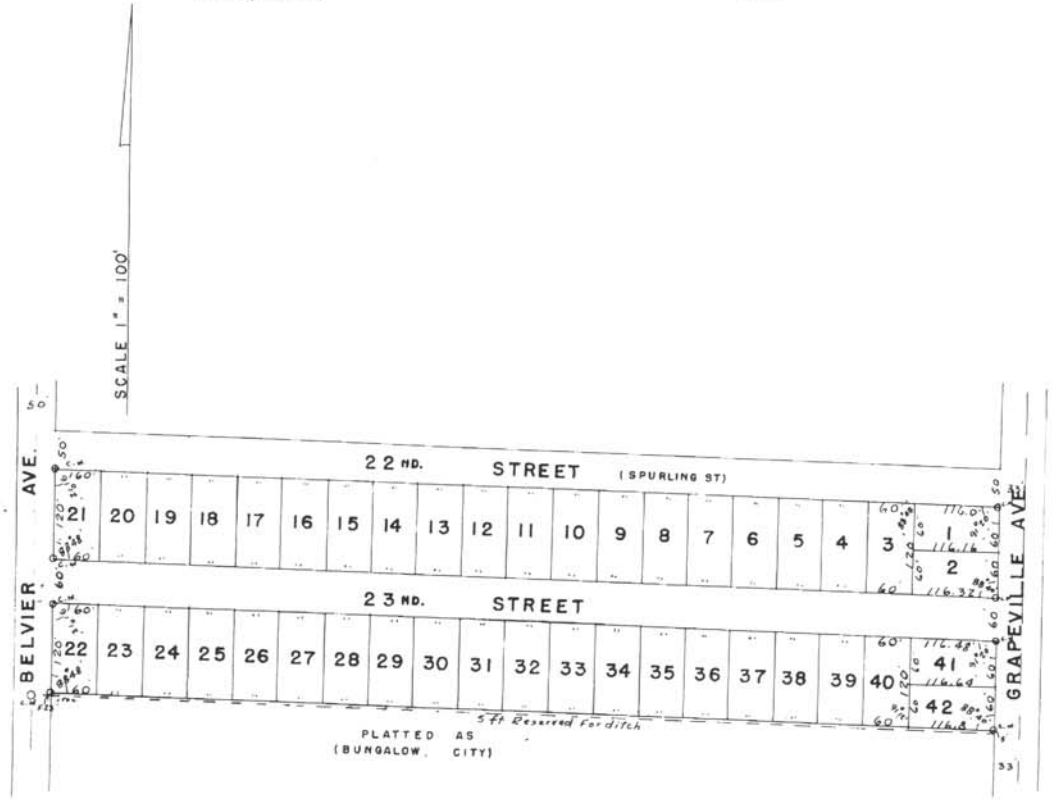
Raymond M. Ball
Vice Chairman

BUTNER'S SUBDIVISION

SEMINOLE COUNTY, FLORIDA

DESCRIPTION

A REPLAT OF BLOCKS K, L, M, N, & O ALSO ALL AVENUES AND ALLEYS LYING SOUTH OF SPURLING STREET OF FIRST ADDITION TO LOCKHART'S SUBDIVISION. SANFORD FLORIDA. AS RECORDED IN PLAT BOOK 4 PAGE 26 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.



#25227

FILED AND RECORDED IN PLAT BOOK 10 PAGE 87 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THIS 5TH DAY OF December 1956. AT 2:00 O'CLOCK P.M.

O. Harrison

CLERK OF CIRCUIT COURT, SEMINOLE COUNTY, FLORIDA.

PLAT BOOK 10
AND PAGE 87

DEDICATION

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

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals on

WITNESSES:

E. M. Dutton
Sandy Jackson

OWNERS

Leo Butner
Lois E. Butner

STATE OF Florida COUNTY OF Seminole

THIS IS TO CERTIFY, That on November 13, 1956, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared LEO BUTNER AND LOIS E. BUTNER (HIS WIFE)

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

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

E. H. Guthrie
NOTARY PUBLIC
My Commission Expires April 7, 1958.

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on Nov. 12, 1956 he completed the survey of the lands as shown in the foregoing plat; that said plat is a correct representation of the lands therein described and platted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located

Seminole County, Florida. Dated Nov. 12, 1956

Marion C. Gordon Registration No. 671

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on December 4th 1956 the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

M. B. Mizell
Chairman of the Board.

ATTEST:

O. Harrison
Clerk of the Board.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on December 5, 1956 at 2:00 o'clock P.M. File No. 25227

O. Harrison
Clerk of the Circuit Court, in and for Seminole County, Florida.

Book 7

82

BUNGALOW CITY.

SEMINOLE COUNTY - FLORIDA.

SCALE: 1-INCH = 150 FEET.

DATE: JAN. 31, 1948.

DESCRIPTION.

Lots 50, 54, 55 and 56, less the N.33 ft of lot 50 of M.M. Smith's Second Subdivision as per plat thereof recorded in Plat Book 1, page 100, Public Records of Seminole County, Florida.

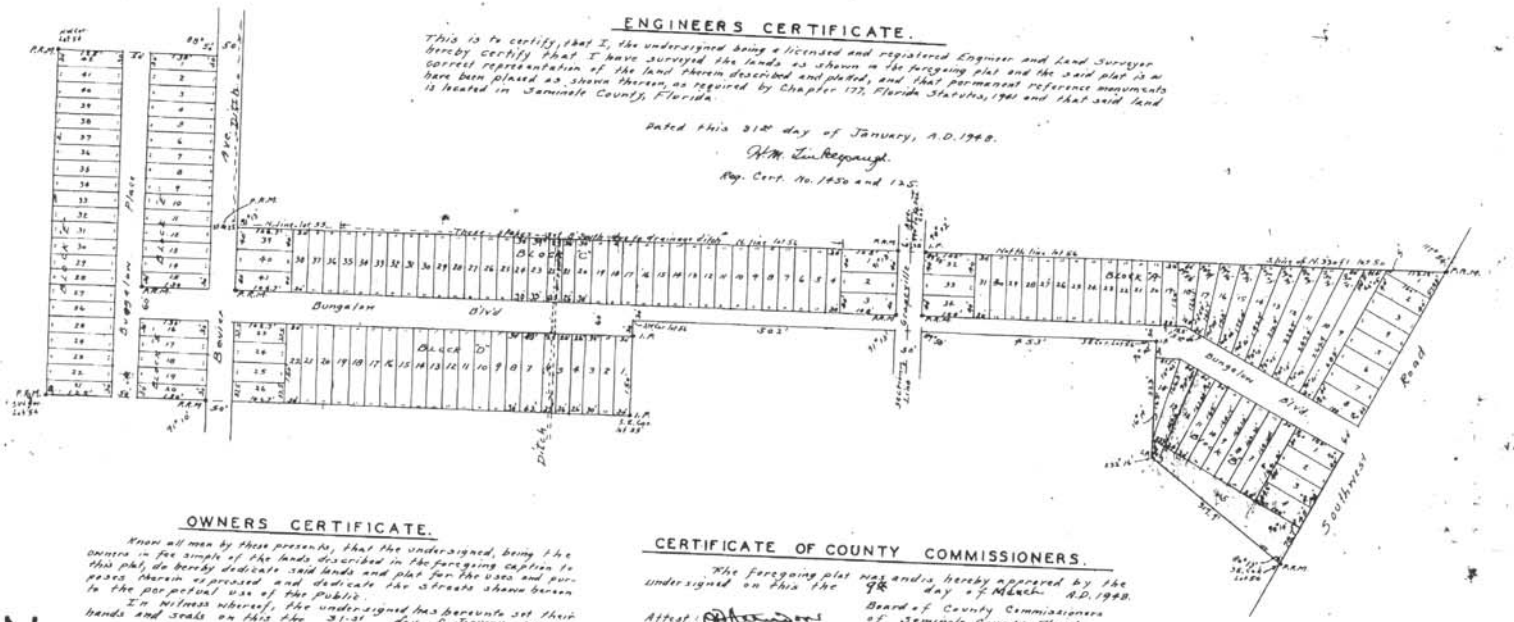
ENGINEERS CERTIFICATE.

This is to certify, that I, the undersigned being a licensed and registered Engineer and Land Surveyor hereby certify that I have surveyed the lands as shown in the foregoing plat and the said plat is a correct representation of the land therein described and platted, and that permanent reference monuments have been placed as shown thereon, as required by Chapter 177, Florida Statutes, 1941 and that said land is located in Seminole County, Florida.

Dated this 31st day of January, A.D. 1948.

H.M. Tinklepaugh.

Reg. Cert. No. 1450 and 125.



OWNERS CERTIFICATE.

Know all men by these presents, that the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicate the streets shown hereon to the perpetual use of the public.

In Witness whereof, the undersigned has hereunto set their hands and seals on this the 31st day of January A.D. 1948.

Signed and sealed in the presence of:

Bernice A. Wickham
Witness

Martha B. Swain
Witness

J.F. Holly owner.

Hallie Holly owner.

State of Florida.
County of Orange.

I hereby certify, that on this day, before me, an officer duly authorized in the aforesaid State and County to take acknowledgements personally appeared J.F. Holly and Hallie Holly, his wife, to me known to be the persons described in and who executed the foregoing dedication and acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid the 31st day of January A.D. 1948.

Bernice A. Wickham

Notary Public.

My commission expires May 16, 1949.

CERTIFICATE OF COUNTY COMMISSIONERS.

The foregoing plat was and is hereby approved by the undersigned on this the 9th day of March A.D. 1948.

Board of County Commissioners of Seminole County, Florida.

Attest: [illegible]
Clerk

by [illegible]
Chairman.

No. 94911

CERTIFICATE OF CLERK OF CIRCUIT COURT.

I hereby certify that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, 1941 and was filed for record on the 10th day of March A.D. 1948 at 2:11 o'clock P.M. and recorded in Plat Book No. 7 - Page 82, Seminole County Records

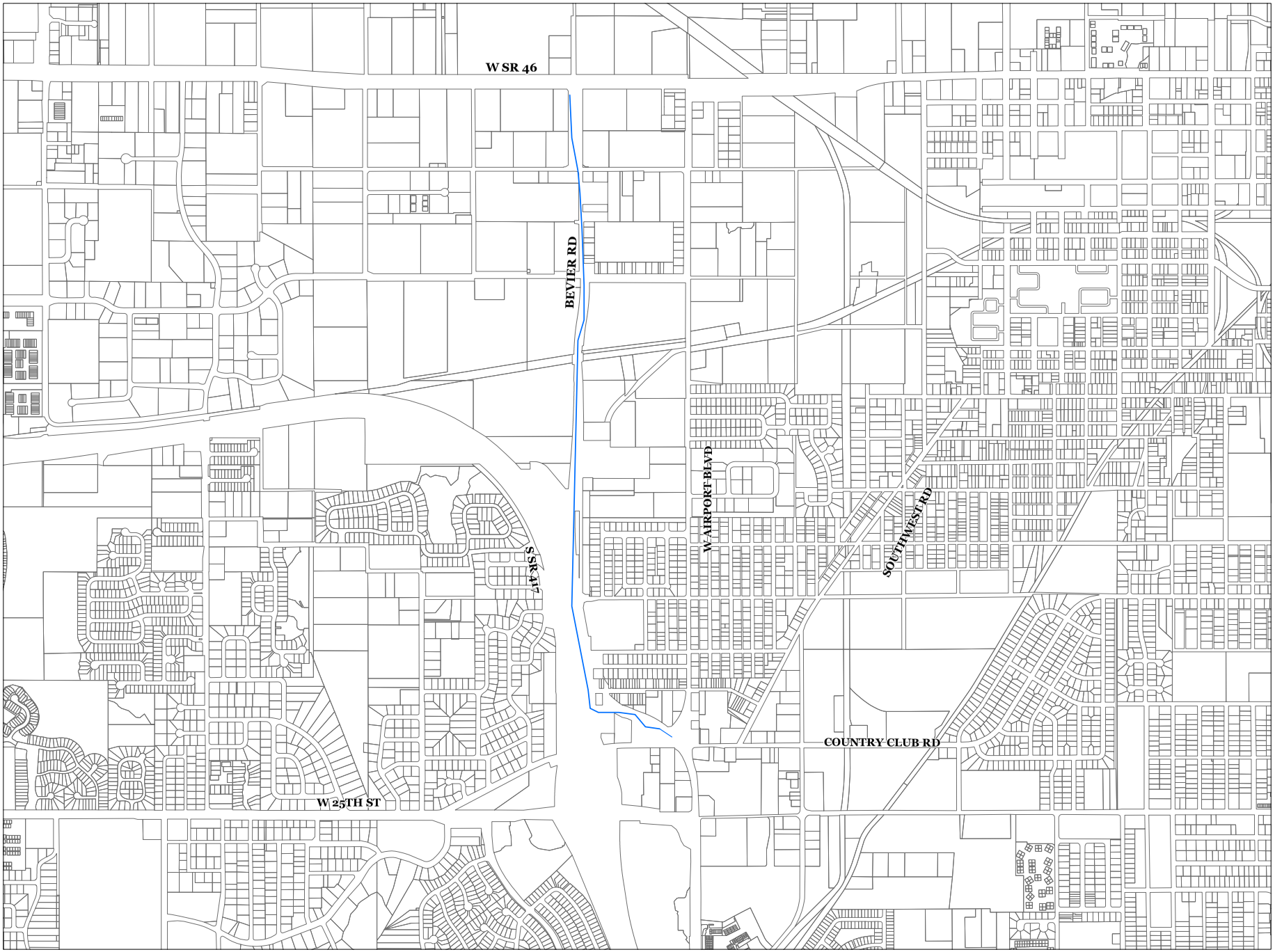
[illegible]
Clerk of the Circuit Court of Seminole County, Florida.

The owners restrict all lots in Bungalow City Subdivision against any business that might be conducive to immorality, or any business whereby the sale of wine, beer or intoxicating liquors are sold.

The owners dedicate to Seminole County, lot 6, Block "D", and Lot 22, Block "C", to be used for drainage purposes.

Lot 5, Block "B", shall not be sold by the owners or by any subsequent owners thereof, to any persons whomsoever except those of the Caucasian Race.

BARTRAM & TINKLEPAUGH
SURVEYORS - ENGINEERS
Orlando, Florida
Field Work by Bartram
SCALE 1-inch = 150'
DATE: Jan. 31, 1948



2

STREET NAME CHANGE
BEVIER ROAD TO MARTIN LUTHER KING JR BOULEVARD

RESOLUTION NO. 2008-R-_____ SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF, JUNE 10, 2008

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

WHEREAS, a request has been received to rename Bevier Road located between Country Club Road and W SR 46. The street name changes within the recorded plat of 1st Addition to Lockhart's Subdivision, Plat Book 4 Pg 26, in Section 34 Township 19 Range 30; West Haven, Plat Book 11 Pg 92, in Section 27 Township 19 Range 30; Lincoln Heights Section Two, Plat Book 14 Pg 45, in Section 34 Township 19 Range 30; Butner's Subdivision, Plat Book 10 Pg 87, in Section 34 Township 19 Range 30; Bungalow City, Plat Book 7 Pg 82, in Section 34 Township 19 Range 30 Public Records of Seminole County, Florida.

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

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

NOW, THEREFORE, BE IT RESOLVED, that effective, JUNE 10, 2008, the street is named as follows:

BEVIER ROAD
To
MARTIN LUTHER KING JR BOULEVARD

Adopted this 10th day of JUNE, 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
BRENDA CAREY
CHAIRMAN

ATTEST:

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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Appeal of the Board of Adjustment decision to deny a rear yard setback variance from 30 feet to 15 feet for an addition in the Planned Unit Development District; 3123 Foxwood Drive (William Gribben, applicant)

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Kathy Fall **EXT:** 7389

MOTION/RECOMMENDATION:

1. Uphold the Board of Adjustment decision to deny a rear yard setback variance from 30 feet to 15 feet for an addition in the Planned Unit Development District; 3123 Foxwood Drive (William Gribben, applicant).

2. Reverse the Board of Adjustment decision to to deny a rear yard setback variance from 30 feet to 15 feet for an addition in the Planned Unit Development District; 3123 Foxwood Drive (William Gribben, applicant).

3. Continue the request to a time and date certain.

District 3 Dick Van Der Weide Kathy Fall

BACKGROUND:

At the March 24, 2008, regular meeting, the Board of Adjustment denied the applicant's request for a rear yard setback variance from 30 feet to 15 feet for a proposed addition. On March 31, 2008, the applicant appealed the decison to the Board of County Commissioners.

STAFF FINDINGS:

The Board of County Commissioners shall have the power to hear and decide appeals from Board of Adjustment decisions, including variances the Board of Adjustment is specifically authorized to pass under the terms of the Land Development Code upon determination that all of the following provisions of Section 30.43(b)(3) are satisfied:

a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning classification.

No special conditions or circumstances exist which are peculiar to the land.

b) That the special conditions and circumstances do not result from the actions of the applicant.

No special conditions or circumstances exist as a result of the actions of the applicant.

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by Chapter 30 to other lands, buildings, or structures in the same zoning classification.

The granting of the variance would confer on the applicant special privileges that are denied by Chapter 30 to other lands, buildings, and structures in the same zoning classification.

d) That literal interpretation of the provisions of Chapter 30 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification and would work unnecessary and undue hardship on the applicant.

The literal interpretation would not deprive the applicant of rights commonly enjoyed by others.

e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The applicant will still retain reasonable use of the property without the requested variance.

f) That the grant of the variance will be in harmony with the general intent and purpose of Chapter 30, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

The grant of the variance will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners uphold the Board of Adjustment decision to deny a rear yard setback variance from 30 feet to 15 feet for an addition in the Planned Unit Development District.

ATTACHMENTS:

1. Notice of Appeal to BCC
2. appeal pictures
3. Appeal pictures
4. appeal pictures
5. Appeal pictures
6. BOA Meeting Minutes
7. Property Appraiser Data
8. Proposed Site Plan
9. Location Map

10. Board of Adjustment staff report
11. Opposition Letter

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

William Gribben
3123 Foxwood Drive
Apopka Florida 32703
liam@bluedogkeys.com
407.774.6583

RECEIVED MAR 31 2008

Board of County Commissioners
1101 East First Street
Sanford Florida 32771
407.665.7444

Sirs, Re BV2008-08

In January of this year I hired an Architect to draw up plans for an addition to my two-bedroomed 1,380 square foot home. The Architect explained that I would need to add 620 square feet to the house to receive the extra inside room that I requested.

He further explained that to extend the rear of the house I would need to apply for a variance to the zoning rules as the setback to the fence is zoned at thirty feet and we needed that setback to be fifteen feet.

The Architect is familiar with the neighborhood and has done similar work previously, in fact he was responsible for my immediate neighbor's extension and we were following a similar plan.

A rear setback of fifteen feet is common in this development just as it is common in other similar PUD's. Such a variance approval is rarely contrary to the public interest and I am not asking for a special consideration refused to others in the same zoning district. I do not want to be forced into the time and expense of building a 2-story extension, never mind the fact that I don't want to be running up and down stairs as I approach 60 years of age.

At the hearing my rear-fence neighbor claimed that he would be able to see the extension and it would infringe on his enjoyment of his property: my application was denied on that basis. My neighbor is correct; he will be able to see the extension just as any average person in the neighborhood can stand in their yard and see houses all around them.

Please note that the privacy fences are 6' tall , lots in Foxwood are a minimum of 7,500 square feet , side yard setbacks are 7.5', house heights can be as high as 35'. We have 40 lots in 13.3 acres: we do not have any houses in this development that can not be seen by their respective neighbors on all sides.

While I have great sympathy for my neighbor's fear that he will be 'hemmed-in' on all sides if my extension is built, it should be noted that now that he has finished *his* extension, his rear door is now only 20' from our fence, his pool was added to what little set-back was left and parking his boat in his side yard probably doesn't help his situation either.

In closing, I would like the board to reconsider the denial of my application for a variance. My neighbor is a nice guy, but I believe he is being unreasonable in his objection to the variance being granted. The extension would only be a further 30" beyond my existing pool screen and only a total of 60" closer to the fence than his house is at present.

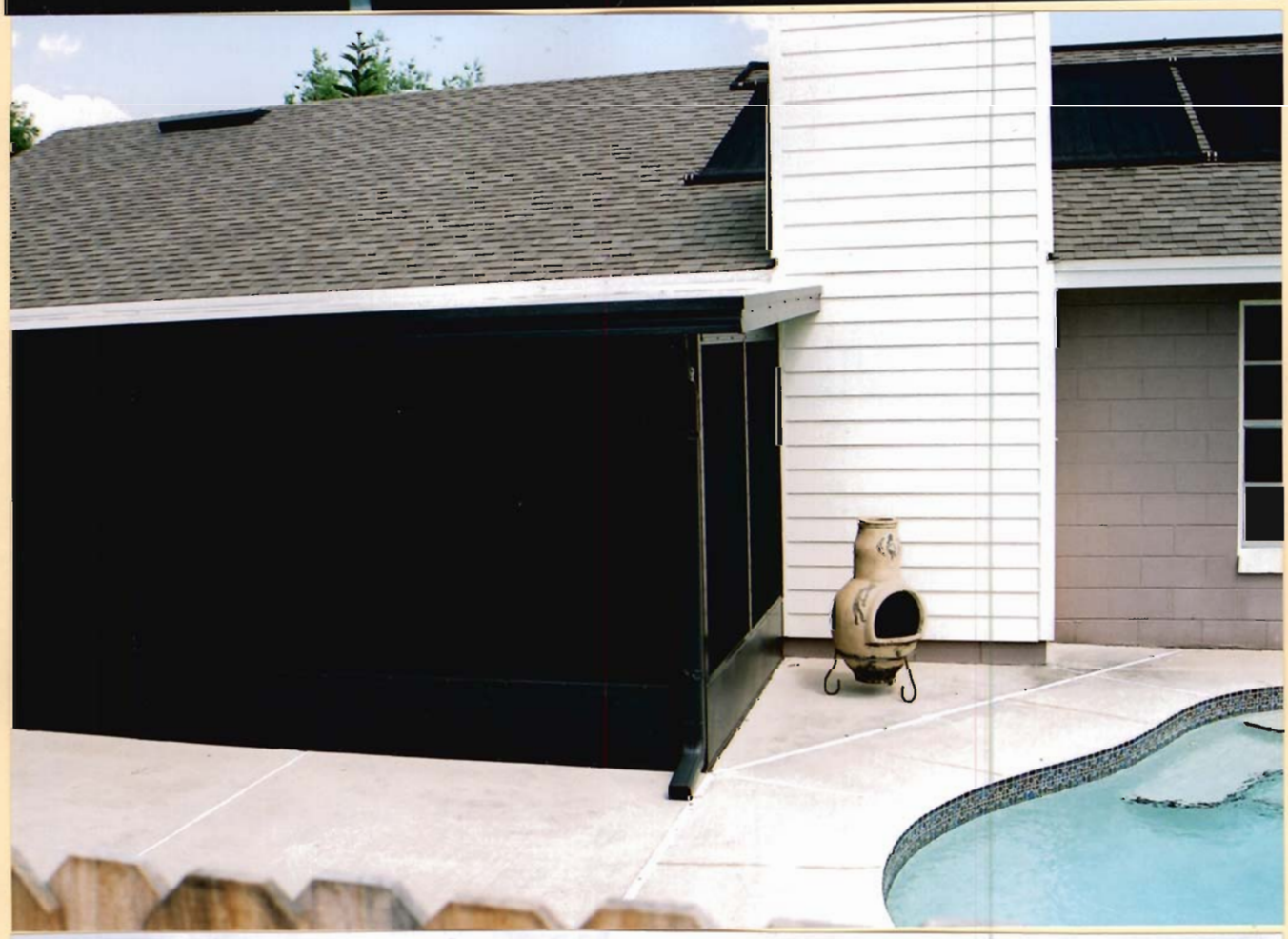
Thank you for your consideration

William Gribben

Enclosures 6

- 1 A view of the neighbor's house taken from my couch
- 2 My neighbor's house from my fence
- 3 My neighbour and his neighbor to the North
- 4 My neighbor and his neighbor to the South
- 5 My neighbor's pool abutting the fence
- 6 Stakes and tape marking the requested setback of 15 feet

1.



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MINUTES FOR THE SEMINOLE COUNTY BOARD OF ADJUSTMENT MARCH 24, 2008 MEETING ITEM #10

Members Present: Mike Hattaway, Chairman; Dan Bushrui, Bob O'Malley, Tom O'Daniel and Stephen Coover

Staff Present: Kathy Fall, Principal Planner; Denny Gibbs, Senior Planner; Joy Williams, Planner; Darlene McGuire, Technician; and Tina Williamson, Assistant Planning Manager

3123 Foxwood Drive – William Gribben, applicant; Request for a rear yard setback variance from 30 feet to 15 feet for an addition in PUD (Planned Unit Development District); Located on the east side of Foxwood Drive approximately 100 feet south of Autumnwood Trail; (BV2008-08). (District 3)
Kathy Fall, Principal Planner

Kathy Fall introduced the location of the property and stated that the applicant proposed to construct a one story addition that would consist of two bedrooms and a bathroom that would encroach 15 feet into the required 30 feet rear yard setback. She further stated there were currently no code enforcement or building violations for the property. She then stated there was no record of prior variances granted for the property.

William Gribben stated the house currently was 1250 square feet with two bedrooms, probably the smallest house in Apopka. He further stated technically the architect said he could get three bedrooms if he made them small enough. He then stated he was requesting the variance from 30 feet to 15 feet. He also stated he had approval from the President of the Homeowner's Association and nine letters of support from neighbors.

Carl Spala stated he lived in the house next to the applicant. He further stated the applicant was trying to sell his house about 3 or 4 months ago and he asked him not to because he was a good neighbor. He then stated he did the same addition three years ago without any problems, so he asked the applicant to apply for the variance. He lastly stated he hoped the applicant didn't get denied otherwise the applicant would have to sell his house.

Leon Dunning stated he was the property directly behind the applicant's property and they lived there for five years. He further stated he had some photographs taken as you come directly out of his house facing west and some taken looking left of Mr. Spala home. After showing the

pictures to the Board of Adjustment, he stated that the pictures gave an ideal of how close the applicant's house would be to the fence line. He then stated that when he comes out of his house he would see a large over bearing property.

William Gribben stated that his house would look like the house in the photographs, but he didn't want a two story house.

After a brief discussion the Board of Adjustment asked Mr. Leon Dunning to come back up to the podium and Mr. Hattaway asked if he would be in opposition of the request if it were 20 feet, which is the same distance as Mr. Spala addition.

Leon Dunning stated yes sir I would still be in opposition. He further stated Mr. Spala property was off to the left it was not directly behind him, therefore he didn't mind it. He then stated that when he would come out the back of his house the applicant's proposed addition would be directly in his face.

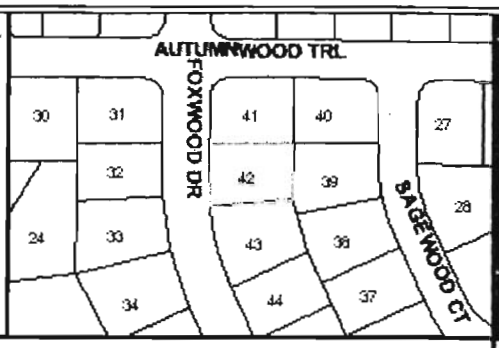
Mr. Coover made a motion to deny the request.

Mr. O'Daniel seconded the motion.

The motion passed by unanimous consent (5-0).

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL.
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506



GENERAL

Parcel Id: 07-21-29-505-0000-0420
Owner: GRIBBEN WILLIAM
Mailing Address: 3123 FOXWOOD DR
City,State,ZipCode: APOPKA FL 32703
Property Address: 3123 FOXWOOD DR APOPKA 32703
Subdivision Name: FOXWOOD PHASE 2 FIRST ADD
Tax District: 01-COUNTY-TX DIST 1
Exemptions: 00-HOMESTEAD (2000)
Dor: 01-SINGLE FAMILY

2008 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$142,015
Depreciated EXFT Value:	$12,110
Land Value (Market):	$37,000
Land Value Ag:	$0
Just/Market Value:	$191,125
Assessed Value (SOH):	$114,435
Exempt Value:	$25,000
Taxable Value:	$89,435

Tax Estimator

Tax Reform Calculator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
SPECIAL WARRANTY DEED	07/1998	03473	0047	$85,300	Improved	No
SPECIAL WARRANTY DEED	04/1998	03430	0086	$100	Improved	No
CERTIFICATE OF TITLE	05/1998	03422	0436	$72,600	Improved	No
WARRANTY DEED	01/1988	01923	0930	$76,300	Improved	Yes
WARRANTY DEED	03/1986	01720	0822	$69,900	Improved	Yes
WARRANTY DEED	06/1981	01342	1169	$63,500	Improved	Yes

Find Comparable Sales within this Subdivision

2007 VALUE SUMMARY

Tax Amount(without SOH):	$2,575
2007 Tax Bill Amount:	$1,280
Save Our Homes (SOH) Savings:	$1,295
2007 Taxable Value:	$86,644

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
LOT	0	0	1.000	37,000.00	$37,000

LEGAL DESCRIPTION

PLATS: Pick...

LEG LOT 42 FOXWOOD PHASE 2 FIRST ADD PB 22 PG 49

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1981	6	1,379	1,844	1,379	CB/STUCCO FINISH	$142,015	$159,567

Appendage / Sqft GARAGE FINISHED / 430
Appendage / Sqft OPEN PORCH FINISHED / 35

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New
ALUM PORCH W/CONC FL	2002	310	$1,612	$2,015

POOL GUNITE	2002	384	$6,528	$7,680
COOL DECK PATIO	2002	408	$1,214	$1,428
SCREEN ENCLOSURE	2002	1,722	$2,756	$3,444

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

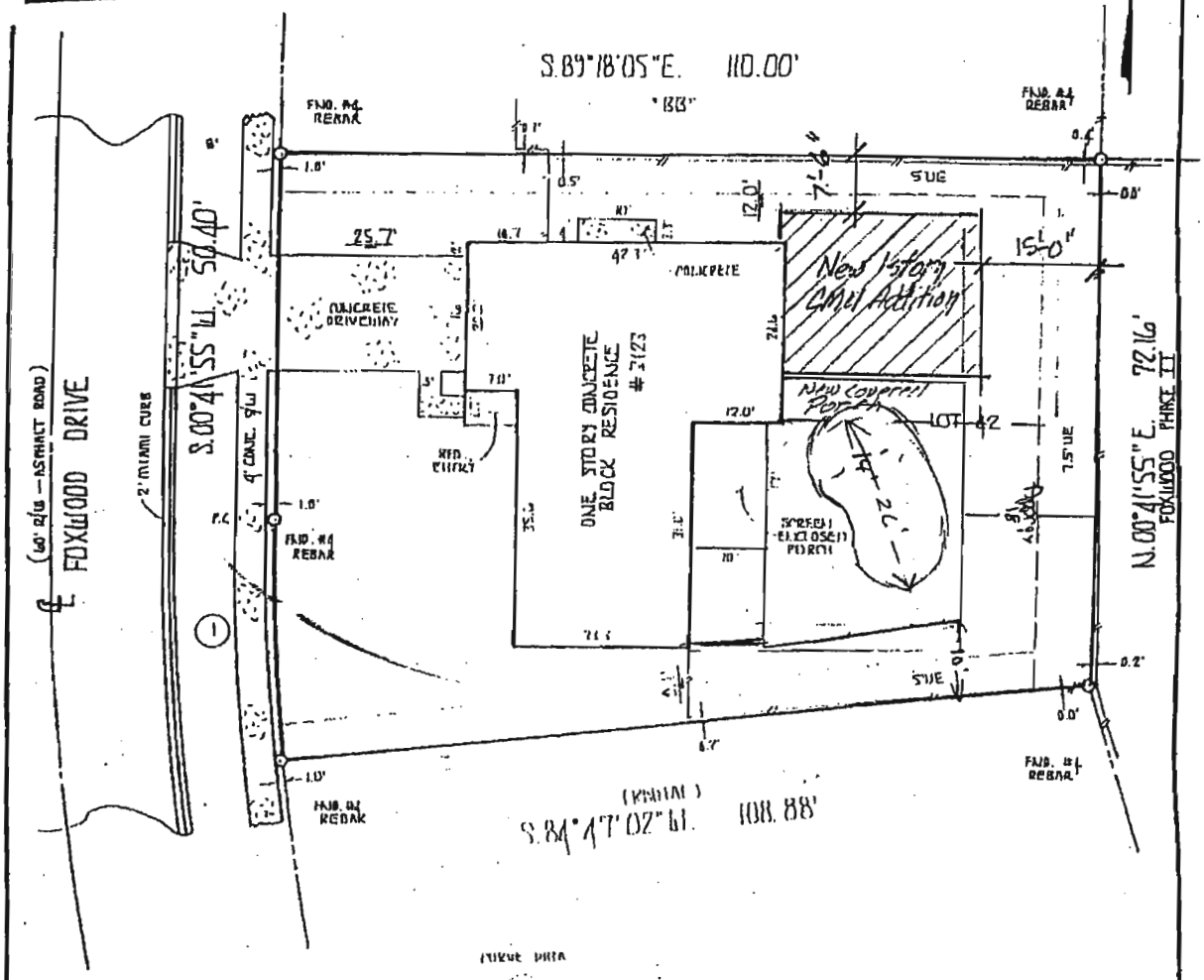
PLAT OF SURVEY

LEGAL DESCRIPTION:

LOT 42, FOXWOOD PHASE II FIRST ADDITION
AS RECORDED IN PLAT BOOK 22, PAGE(S) 43, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Liam Gribben
Home 407.774.6583
Work 407.774.0100
Fax 407.774.6054
e-mail [redacted]
Box 160-006 Altamonte Springs FL USA 32716

LIAM GRIBBEN
3123 FOX WOOD DR
APOPKA FL 32703



GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.
(IN FEET)

CURVE DATA
(1)
R=310.00'
Δ=05°54'53"
L=33.04'

PLAT OF SURVEY PREPARED FOR: WILLIAM GRIBBEN
PLAT OF SURVEY CERTIFIED TO: FIRST AMERICAN TITLE INSURANCE COMPANY
SPECTRUM INTERNATIONAL MORTGAGE SERVICES; CROSSLAND MORTGAGE CORP
WILLIAM GRIBBEN

FIELD DATE: 7-27-98
SCALE: 1" = 20'
DRAWN BY:

THIS BUILDING/LOT IS NOT IN A FLOOD PRONE AREA, ZONE "X", BASED ON FLOOD INSURANCE RATE MAP 120289 PANEL NO. 0115E DATED 4-17-95.
BEARING STRUCTURE IS BASED UPON THE LINE DENOTED WITH "BB".

NOTES:
FLOOD ZONE DETERMINATION SHOWN HEREON IS SUBJECT TO FINAL APPROVAL BY F.E.M.A.
SURVEY IS BASED ON THE LEGAL DESCRIPTION SUPPLIED BY CLIENT.
UNDERGROUND UTILITIES AND FOOTINGS HAVE NOT BEEN LOCATED UNLESS OTHERWISE NOTED.
SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

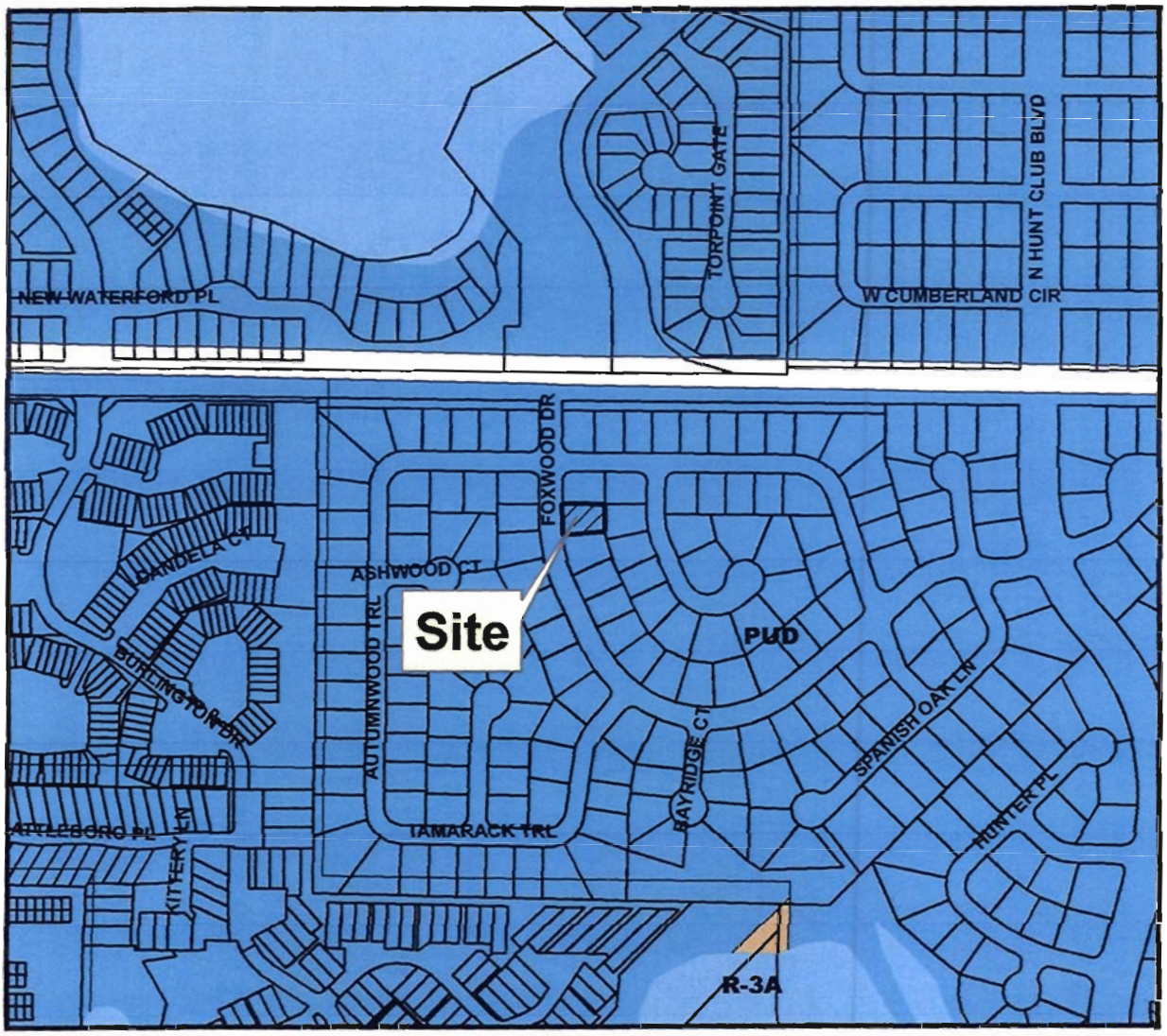
IRELAND SURVEYING, INC.
2950 ALOMA AVENUE
SUITE 401
WINTER PARK, FLORIDA
32792

LEGEND
PRM - PERMANENT REFERENCE MONUMENT
CALC - CALCULATED
CB - CONCRETE BLOCK
CM - CONCRETE MONUMENT
CONTROL
PG. - PAGE
-X- - CHAIN LINK FENCE
CONC - CONCRETE
RAD - RADIAL
Δ - CENTRAL ANGLE
℄ (C.L.) - CENTERLINE
DE - DRAINAGE EASEMENT
DW - DRIVEWAY
IR - IRON ROD
IP - IRON PIPE
L - LENGTH (ARC)
MEAS - MEASURED
N.R. - NON RADIAL
N&D - NAIL & DISK
O.R.B. - OFFICIAL RECORDS BOOK
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PC - POINT OF CURVATURE
P&M - PLAT & MEASURED
R/W - RIGHT OF WAY
-//- - WOOD FENCE

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY OF THE ABOVED DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS RECENTLY SURVEYED UNDER MY DIRECTION ON THE DATE SHOWN, BASED ON INFORMATION FURNISHED TO ME AS NOTED AND CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 61G-17 FLORIDA ADMINISTRATIVE CODE.

JAMES P. IRELAND LB 5667 PLS 4200

William Gribben
3123 Foxwood Drive
Apopka, Florida 32703

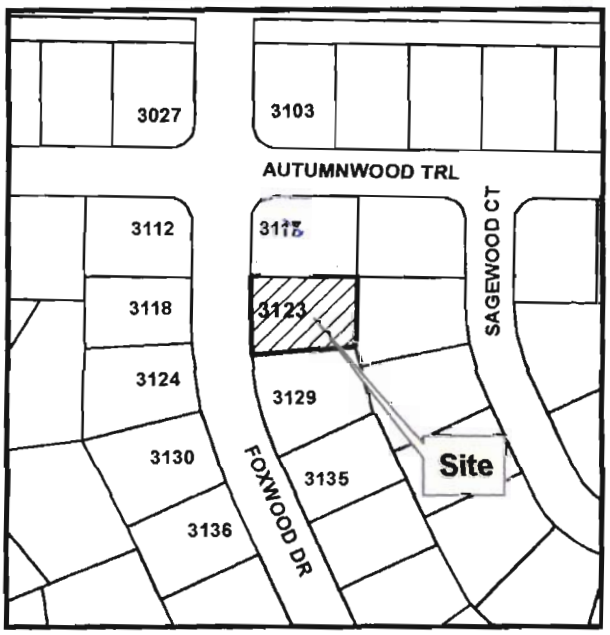


Case: BV2008-08 (Map 3154, Grid A5)
Parcel No: 07-21-29-505-0000-0420

Zoning

- BV2008-08
- R-3A
- PUD

N



Item #BV2008-08

SEMINOLE COUNTY GOVERNMENT
BOARD OF ADJUSTMENT
AGENDA MEMORANDUM

SUBJECT: **3123 Foxwood Drive** – William Gribben, applicant; Request for a rear yard setback variance from 30 feet to 15 feet for an addition in PUD (Planned Unit Development District).

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Kathy Fall **CONTACT:** Kathy Fall **EXT.** 7433

Agenda Date 3/24/08 **Regular** ☐ **Consent** ☐ **Public Hearing – 6:00** ☒

MOTION/RECOMMENDATION:

1. **Deny** the request for a rear yard setback variance from 30 feet to 15 feet for an addition in PUD (Planned Unit Development District); or
1. **Approve** the request for a rear yard setback variance from 30 feet to 15 feet for an addition in PUD (Planned Unit Development District); or
2. **Continue** the request to a time and date certain.

GENERAL INFORMATION	Applicant:	William Gribben
	Location:	3123 Foxwood Drive
	Zoning:	PUD
	Subdivision:	Foxwood
BACKGROUND / REQUEST	• The applicant proposes an addition that will encroach 15 feet into the 30 foot rear yard setback. • There are currently no code enforcement or building violations for this property. • There is no record of prior variances for this property.	
STAFF FINDINGS	The applicant has not satisfied the criteria for the grant of a variance. Staff has determined that: • No special conditions or circumstances exist, which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or building in the same zoning district.	

	• Special conditions and circumstances result from the actions of the applicant. • The granting of the variance requested would confer on the applicant special privileges that are denied by Chapter 30 to other lands, buildings, or structures in the same zoning district. • The literal interpretation of the provisions of Chapter 30 would not deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification. • The variance requested is not the minimum variance that will make possible reasonable use of the land, building or structure. • The applicant would still retain reasonable use of the land, building or structure without the granting of the variance. • The grant of the variance would not be in harmony with the general intent of Chapter 30.
STAFF RECOMMENDATION	Based on the stated findings, staff recommends denial of the request, unless the applicants can demonstrate a hardship. If the Board should decide to grant a variance, staff recommends the following conditions of approval: • Any variance granted shall apply only to the proposed addition as depicted on the attached site plan; and • Any additional condition(s) deemed appropriate by the Board, based on information presented at the public hearing.

Seminole County Planning Division
Room 2201
1101 East First Street
Sanford, FL 32771

June 2, 2008

Robert L. Saunders & Brenda J. Saunders
164 Sagewood Court
Apopka, FL 32703

Re: Setback Variance Request from William Gribben

To Our County Commissioners:

Please uphold your denial of Mr. William Gribben's request for a rear yard setback variance from 30 feet to 15 feet for an addition in PUD, located on the east side of Foxwood Drive approximately 100 feet south of Autumnwood Trail. Codes and ordinances ensure that neighborhoods continue to maintain the uniformity and design of their original development and prevent homeowners from dramatically changing the appearance of the community. Setbacks assure owners of desired distances from their neighbors' properties, thereby maintaining the privacy of the original design.

Our property would be adversely affected if Mr. Gribben were to be allowed to construct an addition that comes to within 15 feet of his property line. We bought our house believing that the rules and regulations in place would help to maintain our property value at the highest possible level. If it should become necessary in the future to place our property on the market, it would be desirable to be able to assure prospective buyers that the neighborhood is faithfully regulated by the Seminole County Planning Division, and that they can buy with confidence that any changes that the County allows will enhance, not detract from the overall appearance and comfort of all homeowners.

Please remember that those of us who own property within 50 to 300 feet of Mr. Gribben's property would be most adversely affected by the setback variance. The addition would place his house closer to ours, thereby reducing the amount of privacy that we now have and enjoy.

Lastly, please consider the fact that the allowance of one variance makes it more difficult to disallow future requests for other variances within the community because precedence has been established. Those who bring variance requests in the future will believe that theirs are just as worthy of approval by the Board of County Commissioners as those that have already been granted.

Thank you for your serious consideration of our request for denial!

Sincerely,

Robert L. Saunders

Robert L. Saunders

Brenda J. Saunders

Brenda J. Saunders

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Sky Eagle Cove Drainage & Utility Easement Vacate

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Brian M. Walker **EXT:** 7337

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute the Resolution to vacate and abandon a 2.9 by 25 foot portion of a 10 foot platted drainage and utility easement on lot 3, Aras Acres, recorded in the Public Records of Seminole County, Florida in Plat Book 62, Page 34 in Section 36, Township 19 S, Range 29 E, and further described as 1458 Sky Eagle Cove, Joseph Linartas applicant.

2. Deny the request to authorize the Chairman to execute the Resolution to vacate and abandon a 2.9 by 25 foot portion of a 10 foot platted drainage and utility easement on lot 3, Aras Acres, recorded in the Public Records of Seminole County, Florida in Plat Book 62, Page 34 in Section 36, Township 19 S, Range 29 E, and further described as 1458 Sky Eagle Cove, Joseph Linartas applicant.

3. Continue the public hearing until a time and date certain.

District 5 – Commissioner Carey

District 5 Brenda Carey Brian Walker

BACKGROUND:

The applicant, Joseph Linartas, is requesting to vacate and abandon a 2.9 by 25 foot portion of a 10 foot wide platted drainage and utility easement located at 1458 Sky Eagle Cove. The reason for the request is in order to accommodate a shed type enclosure that will protect a water well and related equipment.

On February 25, 2008 the Board of Adjustment approved a variance to reduce the front and side yard property setbacks which will allow placement of the structure should this vacate request be approved.

Staff has reviewed the request and does not feel that the vacate will affect drainage or utilities in the area.

The applicant has provided letters from all applicable utility companies stating “no objections” to the vacate.

STAFF RECOMMENDATION:

Staff recommends the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon a 2.9 by 25 foot portion of a 10 foot platted drainage and utility easement on lot 3, Aras Acres, recorded in the Public Records of Seminole County, Florida in Plat Book 62, Page 34 in Section 36, Township 19 S, Range 29 E, and further described as 1458 Sky Eagle Cove, Joseph Linartas applicant.

ATTACHMENTS:

1. Sky Eagle Resolution.pdf
2. Exhibit A - Sketch of Description
3. Area Map
4. Location Map
5. 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 10th DAY OF JUNE A.D., 2008.

RESOLUTION TO VACATE AND ABANDON A DRAINAGE EASEMENT

Whereas, a Petition was presented on behalf of

J. LINARTAS

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described drainage easement to-wit:

See Exhibit A – Sketch of Description

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the abandonment of the above described drainage easement is in the best interest of the County and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described drainage easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 10th day of June A.D., 2008

BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA

ATTEST:

BY: _____

MARYANNE MORSE

CLERK OF THE CIRCUIT COURT SEMINOLE COUNTY, FLORIDA

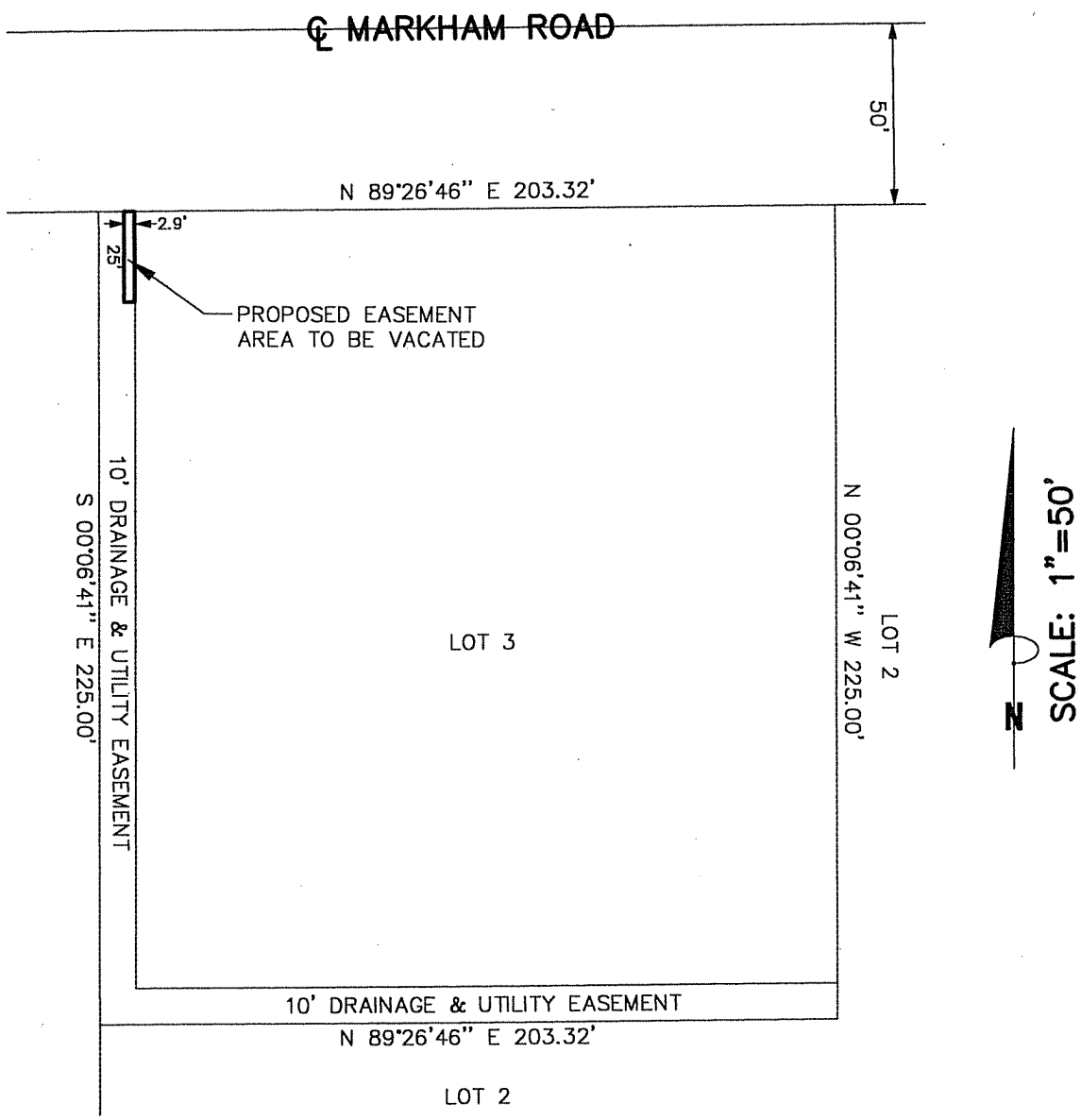
BRENDA CAREY

CHAIRMAN

SKETCH OF DESCRIPTION
for
J. LINARTAS
Legal Description
of
PROPOSED EASEMENT TO BE VACATED

EXHIBIT A

The North 25.00 feet of the East 2.90 feet of that certain 10 foot drainage and utility easement located on the West side of Lot 3, ARAS ACRES, according to the plat thereof as recorded in Plat Book 62, Page 34, of the Public Records of Seminole County, Florida.

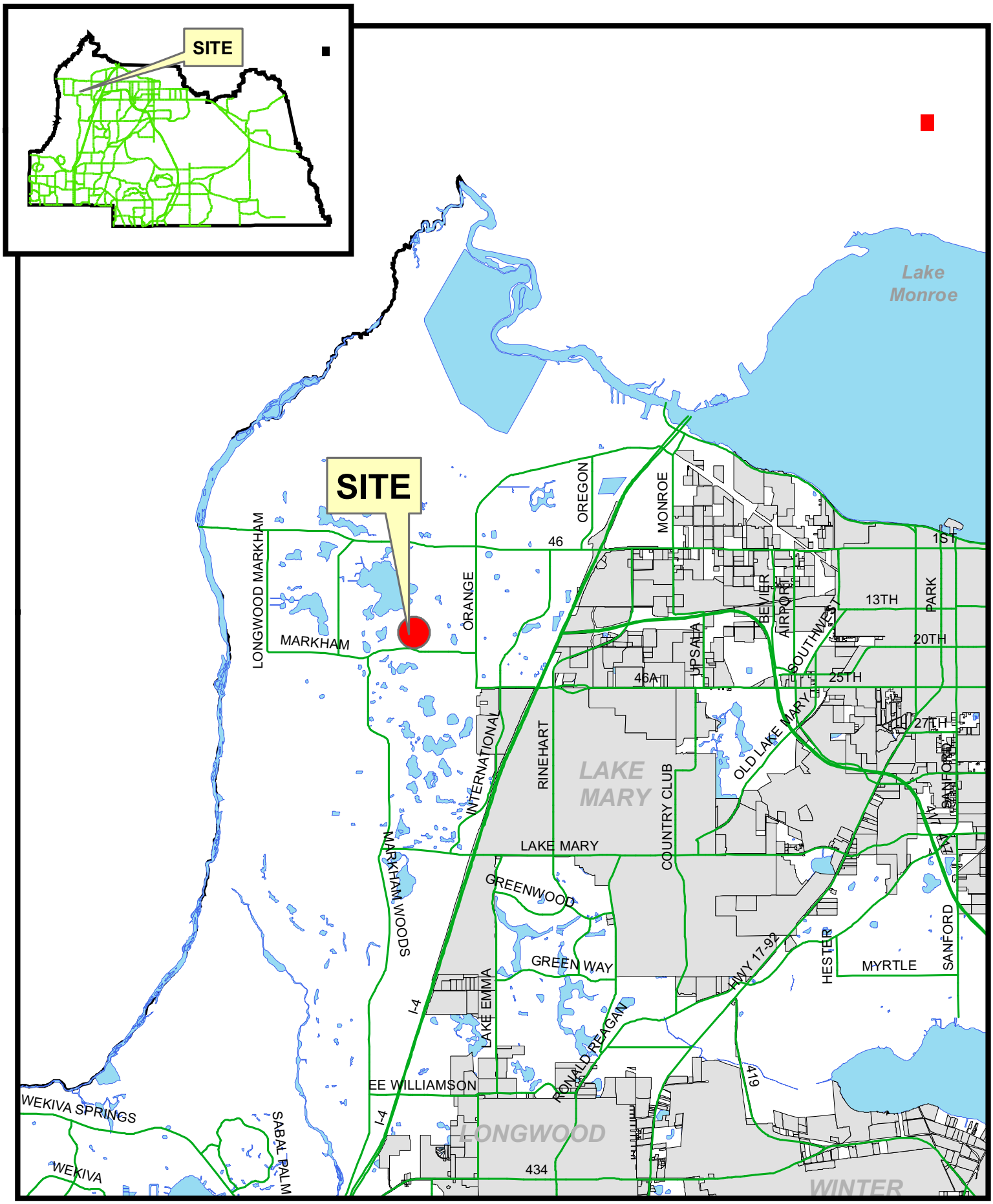


SURVEY NOTES:

1) This is not a "Boundary Survey", only a sketch of the above legal descriptions prepared by this surveyor.
2) Bearings shown hereon are based on the West Line of Lot 3, ARAS ACRES, being S.00°06'41"E. (per plat)
3) This legal description was prepared on 4 September 2007.

Prepared By:

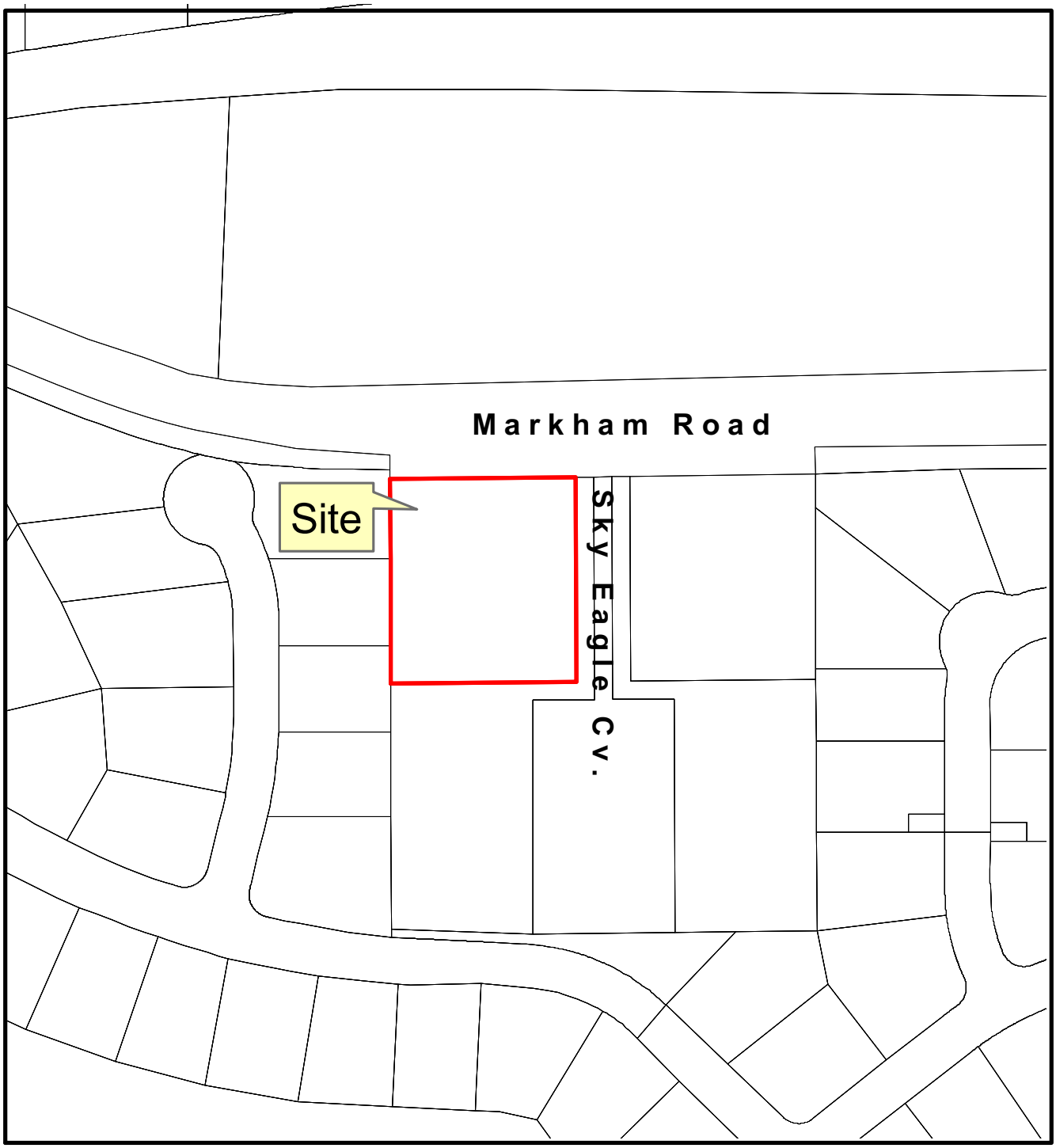
KITNER SURVEYING, INC.
R. BLAIR KITNER – P.S.M. No. 3382
P. O. Box 823 – Sanford, Florida 32772 (407) 322-2000
Not valid without raised seal of Surveyor



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

Sky Eagle Cv.
Utility & Drainage Vacate

Area Map



Sky Eagle Cv.
Utility & Drainage Vacate

Location Map

Sky Eagle Cv.
Utility & Drainage Vacate

Aerial Map

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Lake Forrest Large Scale Land Use Amendment and Rezone

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:

1. Adopt an ordinance for a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential); and adopt an ordinance for a rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development), for 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, and approve the Preliminary Master Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings (James G. Willard, Shutts & Bowen, LLP, applicant); or

2. Deny the requested Large Scale Future Land Use Amendment for 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, from MDR (Medium Density Residential) to HDR (High Density Residential); and the rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) and and authorize the chairman to execute the Denial Development Order (James G. Willard, Shutts & Bowen, LLP, applicant); or

3. Continue the item to a time and date certain.

District 5 Brenda Carey Ian Sikonia

BACKGROUND:

The applicant is requesting a Large Scale Future Land Use Amendment and rezone of 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development), to allow for a multi-family residential development at a maximum density of 16.5 dwelling units per net buildable acre.

This property was previously approved on May 10, 2005 as the NW 46 PUD, which consisted of a townhome and condominium project allowing a maximum of 400 units. The specific regulations for these condominium and townhomes units were based on the R-3 and R-4 zoning districts. The NW 46 PUD allowed a maximum building height of 2 stories or 35 feet. The Development Order of the NW 46 PUD specifically forbids townhome or condominium units to be used as rental units.

The proposed Lake Forrest PUD is creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD. The NW 46 PUD allowed for a maximum of 400 units while the proposed PUD is allowing for a maximum of 417 units, which is an increase of 17

total units. The Lake Forrest PUD is increasing the approved maximum building height of 35 feet or two stories to 50 feet or three stories. They are maintaining the same permitted uses of condominium, townhomes, and adding multi-family rental units to the Development Order. The proposed PUD would provide a local housing option for the prospective and existing citizens of Seminole County, due to the proximity of Interstate 4 and the numerous employment centers located in nearby Heathrow, Lake Mary, and Sanford.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:
The Planning and Zoning Commission met on December 5, 2007 and voted (6-0) to make a recommendation of no recommendation to the Board of County Commissioners for transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street.

Board of County Commissioners Action:

The Board of County Commissioners met on February 12, 2008 and voted 5 - 0 to transmit the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, based on staff findings.

Florida Department of Community Affairs (DCA) Objections, Recommendations and Comments Report (ORC) dated May 5, 2008:

On May 5, 2008, the Department issued an Objections, Recommendations and Comments (ORC) Report regarding the proposed future land use amendment. The Department raised no objections to the proposed amendment.

STAFF RECOMMENDATION:
Staff recommends the Board adopt an ordinance for a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential); and adopt an ordinance for a rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development), for 26.8 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, and approve the Preliminary Master Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Preliminary Master Plan
6. Development Order
7. DCA Objections, Recommendations and Comments Report
8. Large Scale Land Use Amendment Ordinance
9. Rezone Ordinance
10. Justification Statement Provided by Applicant
11. School Facilities Analysis
12. 12-5-07 LPA P and Z Meeting Minutes
13. 2-12-08 BCC Minutes
14. Denial Development Order
15. Letter of Opposition

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Lake Forrest Large Scale Future Land Use Amendment from Medium Density Residential (MDR) to High Density Residential (HDR) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)		
APPLICANT	James G. Willard, Shutts & Bowen, LLP	
PROPERTY OWNER	NW 46 Ltd. & Jerome Youderian	
REQUEST	LSLUA from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD to PUD	
PROPERTY SIZE	26.8 ± acres	
HEARING DATE (S)	P&Z: December 5, 2007	BCC: February 12, 2008 (Transmittal) May 27, 2008 (Adoption)
PARCEL ID	20-19-30-300-0040-0000	
LOCATION	Located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street.	
FUTURE LAND USE	MDR (Medium Density Residential)	
ZONING	PUD (Planned Unit Development)	
FILE NUMBER	Z2007-65	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is proposing a multi-family development consisting of a maximum of 417 multi-family units with customary recreational facilities such as a clubhouse, pool, and walking trail.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is proposing a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development). The applicant proposes to change the zoning and land use in order to develop a more intense residential development than what was previously approved on May 10, 2005 in the NW 46 PUD.

COMPATIBILITY WITH SURROUNDING PROPERTIES

The subject property is located in an area which is transitioning into a more intense mixture of commercial and higher density residential developments. Vision 2020, The Seminole County Comprehensive Plan FLU Exhibit - 2 *Appropriate Transitional Land Uses* identifies High Density Residential as a compatible transitional land use when adjacent to Low Density Residential, Medium Density Residential, and Commercial. The southern property line is adjacent to a Medium Density Residential Future Land

Use designation which has been approved for a townhouse and condominium subdivision. However, that property is also requesting a Large Scale Land Use Amendment to High Density Residential for multi-family units. To the north of the subject property is the Low Density Residential Future Land Use designation which is made up of wetland soils and is currently owned by Seminole County. To the west of the subject property across Oregon Street is the Lake Forrest PUD which is a residential subdivision approved for a maximum of 1016 units. To the East of the subject property is Interstate 4. This area is in transition from low density residential developments to higher density residential developments due to its close proximity to the employment centers located along International Parkway and accessibility to Interstate 4.

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 against which proposed future land use amendments must be evaluated. Because this is a Large 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 is located in an area transitioning to developments of higher intensity because of its proximity to employment centers to the south and accessibility to Interstate 4. The area near Interstate 4 and SR 46 recently consists of multi-family subdivisions and support commercial uses to accommodate the further growth of the employment centers located in nearby Heathrow, Lake Mary, and Sanford.

Staff finds that the character of the area has changed enough to warrant a density increase from Medium Density Residential to High Density Residential.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering.

The subject property is not located within any special or overlay district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property would be an appropriate transition between more intensive FLU designations to the south and less intensive uses to the west and north of the property. The subject property is adjacent to Medium Density Residential to the south which is also proposing a FLU change to High Density Residential allowing for apartment units. This proposed increase in apartment units would provide more local housing options for existing and prospective citizens working in the surrounding areas of Heathrow, Lake Mary, and Sanford.

F. Whether the proposed use furthers the public interest by providing:

1. **Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**

2. **Dedications or contributions in excess of Land Development Code requirements**

3. **Affordable housing**

4. **Economic development**

5. **Reduction in transportation impacts on area-wide roads**

6. **Mass transit**

Staff Evaluation

The applicant's development plan does not consider any of the above stated elements.

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 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 subject property is in an area that is transitioning from lower density development to higher density residential development. *Exhibit FLU: Appropriate Transitional Land Uses* states that High Density Residential is an appropriate transitional land use when adjacent to Medium Density Residential and Commercial. Current development trends indicate that the long-term development in the area will consist of higher density residential and commercial uses due to the proximity of employment centers in the surrounding area and accessibility of Interstate 4.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map panel 12117C0030E with an effective date of 1995 there appears to be 9.0 acres of floodplains 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.

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 will have on public facilities:

Public Facility	Existing Zoning (PUD)*	Proposed Development (417 Multi-Family Units)	Net Impact
Water (GPD)	140,000	145,950	5,950
Sewer (GPD)	120,000	125,100	5,100
Traffic (ADT)	1,484	2,161	677

*** Based on the NW 46 PUD Development Order approved on 5/10/05.**

Utilities:

The site is located in the Northwestern Seminole County utility service area, and will be required to connect to public utilities. There is a 12-inch water main on the south side of W. SR 46, a 12-inch force main on the south side of W. SR 46, and a 20-inch reclaimed water main on the south side of W. SR 46.

Transportation / Traffic:

The property is adjacent to Oregon Street which is classified as collector road. Oregon Street 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.

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 #34, which is located at 4905 Wayside Dr. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

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 meet the pre-development rate for the 25-year, 24-hour storm event.

Parks, Recreation and Open Space:

The applicant is required to provide a minimum of 25% open space for the site, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

Buffers and Sidewalks:

A 5-foot sidewalk will be constructed along the property frontage on Oregon Street. There will be a 15-foot landscape buffer along the west and a 10-foot buffer along the north and east property line.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay District.

COMPREHENSIVE PLAN (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 following policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

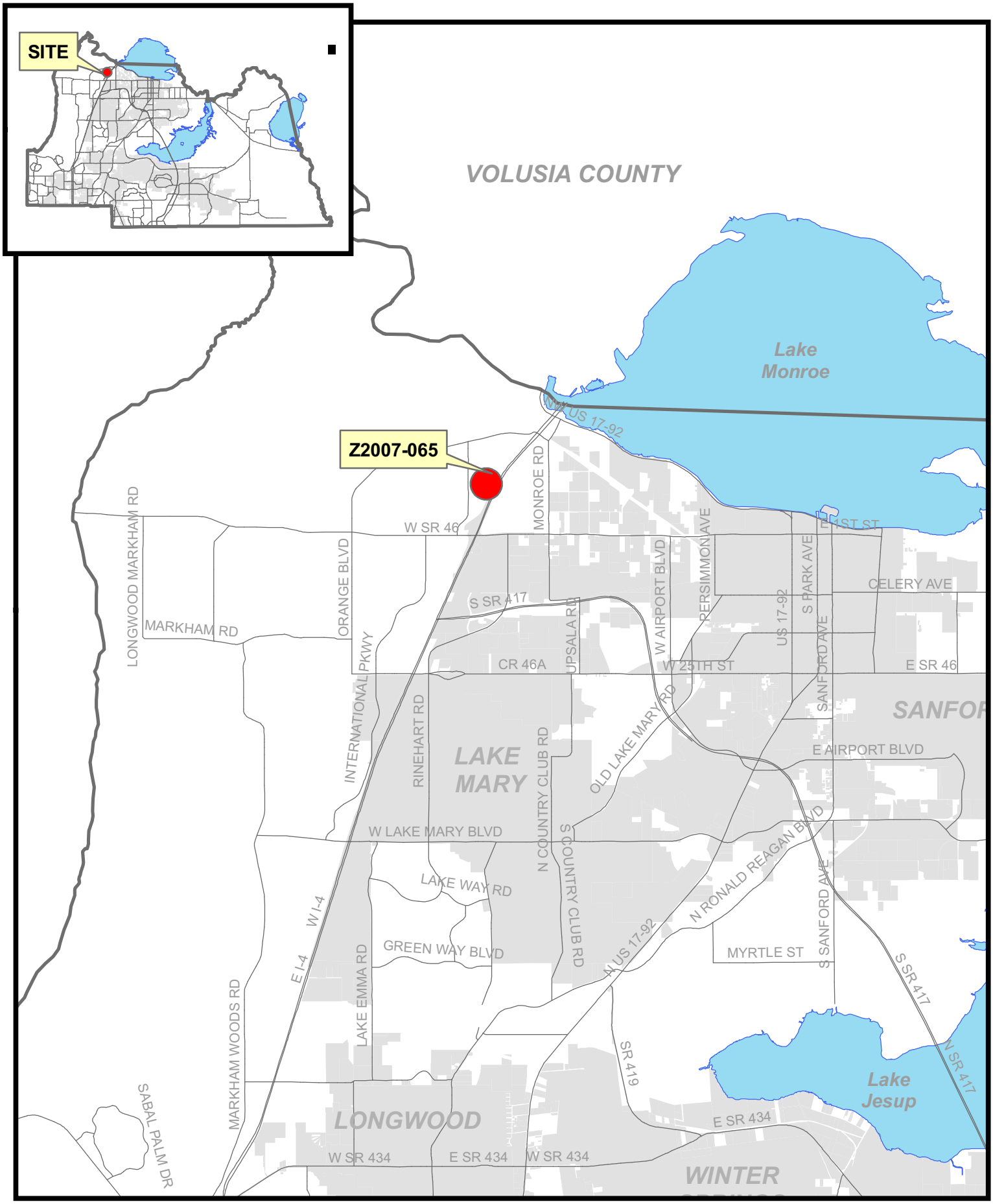
Policy FLU	2.1:	Subdivision Standards
Policy FLU	2.5:	Transitional Land Uses
Policy FLU	2.11:	Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications
Policy FLU	5.5:	Water and Sewer Service Expansion
Policy FLU	12.4:	Relationship of Land 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:

An intergovernmental notice was sent to the Seminole County School District on November 2, 2007. The School District has provided a School Capacity Report, which is attached.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has received one letter in opposition which is attached to this agenda item.



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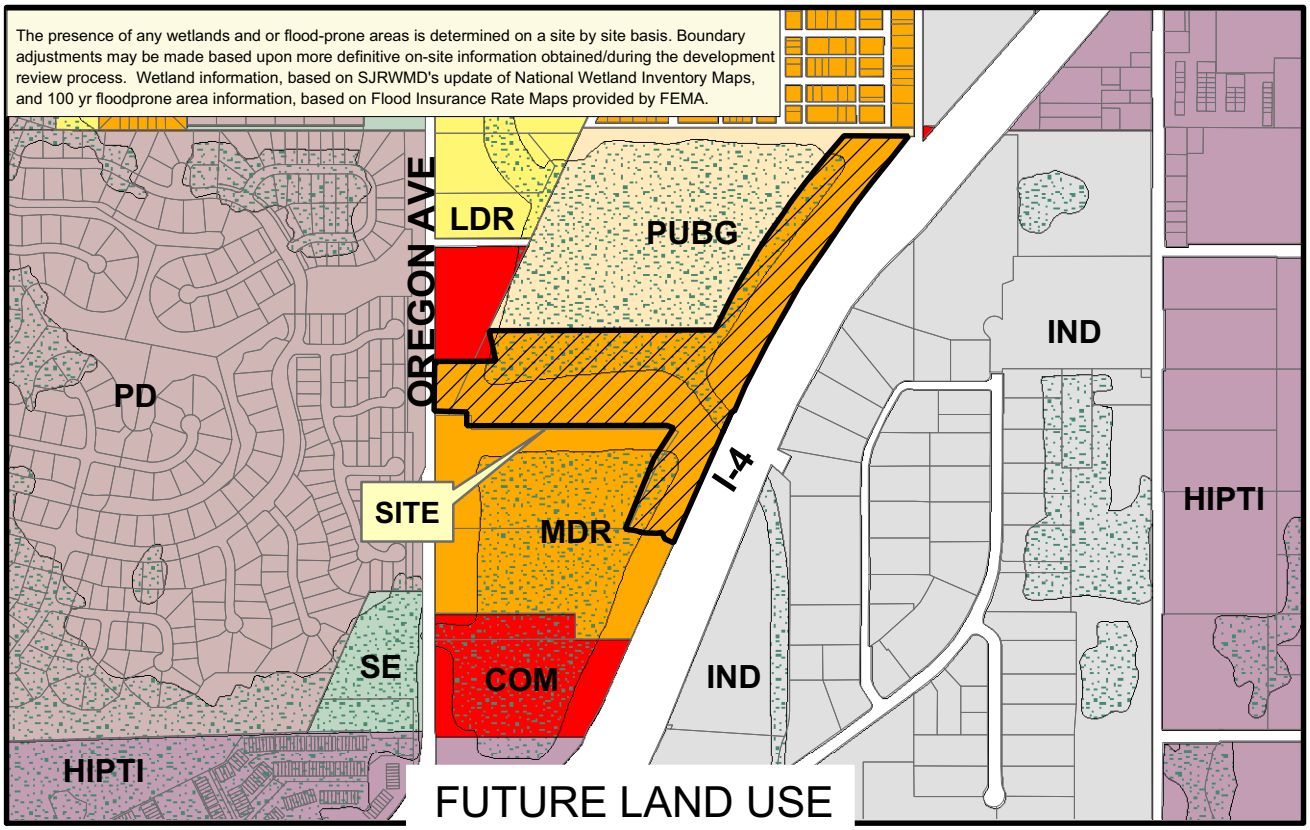


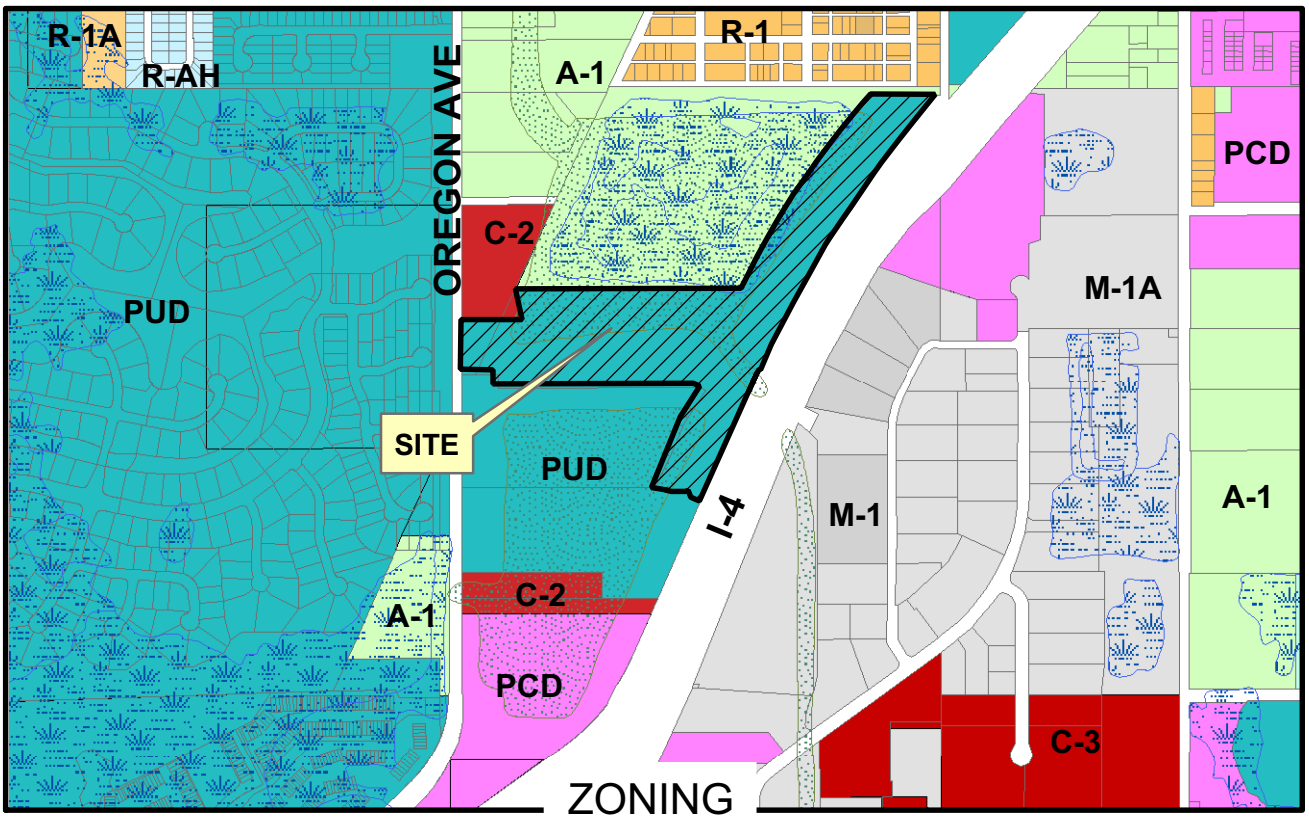
LDR MDR SE COM IND HIPTI Site CONS CITY

Maximum Net Density 16.5 Du/Acre Maximum allowable number of units 417

Applicant: James Willard
Physical STR: 20-19-30 & 16-19-30
Gross Acres: 26.80 +/- BCC District: 5
Existing Use:
Special Notes:

	Amend/ Rezone#	From	To
FLU	08S.FLU02	MDR	HDR
Zoning	Z2006-065	PUD	PUD

N



A-1 R-1A R-AH C-2 C-3 M-1A M-1 PCD PUD

FP-1 W-1

filename: L:/pl/projects/p&z/GIS/2007 staff report pkgs/amendments/z2007-065.mxd 10/11/07

FLU No: 08S-FLU02
From: MDR To: HDR

Rezone No: Z2007-065
From: PUD To: PUD

Parcel

Subject Property

N

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-065 adaer 10/24/07

PROJECT AREAS

DESCRIPTION	ACREAGE
ROADWAY/IMPERVIOUS	9.41 AC.
BUILDING FOOTPRINT	5.4 AC.
OPEN SPACE	9.91 AC.
REQUIRED 15' ROW DEDICATION	0.12 AC.
LIFT STATION	0.01 AC.
LANDSCAPE BUFFER	1.95 AC.
TOTAL	26.8 AC.

NET BUILDABLE AREA CALCULATION

GROSS SITE AREA	26.8 AC
EXTERNAL R/W DEDICATIONS	0.12 AC
NONRESIDENTIAL OUTPARCELS	0.00 AC
FLOOD PRONE AREAS	1.40 AC
PUBLIC ROAD R/W	0.00 AC
PRIVATE ROAD R/W	0.00 AC
DRIVE ISLES (EXCL. ALLEYS)	0.00 AC
LAKES	0.00 AC
TRANSMISSION LINE EASEMENTS	0.00 AC
NET BUILDABLE AREA	25.28 AC

PROJECT DENSITY

GROSS SITE AREA	26.80 AC
NET BUILDABLE AREA	25.28 AC
PROPOSED UNITS	417
NET DENSITY = 417 UNITS/25.28 AC. =	16.5 UNITS/AC
GROSS DENSITY = 417 UNITS/26.8 AC. =	15.56 UNITS/AC

SITE DATA:

1. PARCEL ID # 20-19-30-300-0040-0000
2. EXISTING ZONING: PUD
3. TOTAL NUMBER OF APARTMENT UNITS PROPOSED = 417
4. BUILDING SETBACKS:
   DEVELOPMENT PERIMETER W, N, AND E = 25'
   DEVELOPMENT PERIMETER S = 0'
   BUILDING SEPARATION 20'
5. PROPOSED USES SHALL BE THOSE APPROVED WITH HW 46 PUD DEVELOPMENT ORDER #4-23000004 AND MULTI-FAMILY USES.
6. MAXIMUM BUILDING HEIGHT SHALL BE 50' (3-STORIES)
7. SIDEWALKS SHALL BE PROVIDED ADJACENT TO ALL UNITS, VISITOR PARKING, AND LINKING TO FUTURE PUBLIC SIDEWALKS ALONG NORTH OREGON STREET.
8. LANDSCAPE BUFFERS WILL BE PROVIDED AS SHOWN.
9. MAINTENANCE OF THE LANDSCAPE BUFFERS AND COMMON AREAS WILL BE THE RESPONSIBILITY OF THE PROJECT OWNER.
10. OUTDOOR LIGHTING SHALL BE LIMITED TO 16 FT. IN HEIGHT AND MEET ALL APPLICABLE STANDARDS OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.
11. THIS PROJECT WILL UTILIZE RECLAIMED WATER.
12. LEFT AND RIGHT TURN LANES WILL BE PROVIDED ALONG NORTH OREGON STREET.
13. A 5' SIDEWALK WILL BE PROVIDED ALONG THE PROPERTY FRONTAGE ON NORTH OREGON STREET.
14. ADDITIONAL ROW WILL BE DEDICATED TO PROVIDE A MINIMUM 40' HALF ROW ALONG NORTH OREGON STREET.
15. PER THE FIRM MAP PANEL NO. 12117C0030 E, DATED APRIL 17, 1995, THE SITE IS DESIGNATED ZONE X & ZONE A. ZONE X IS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. NO BASE FLOOD ELEVATIONS DETERMINED FOR ZONE A.
16. UTILITY EASEMENTS DEDICATED TO SEMINOLE COUNTY SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY.
17. ALL UTILITY LINES AND STORM SYSTEM TO MEET SEMINOLE COUNTY SPECIFICATIONS.
18. ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS WILL MEET THE APPLICABLE CODES OF SEMINOLE COUNTY. SEMINOLE COUNTY DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS.
19. TOTAL NUMBER OF PARKING SPACES:
    REQUIRED PARKING = 2 SPACES/UNIT = 834 SPACES

    PARKING PROVIDED:
    STANDARD 10'X20' = 694
    PARALLEL 10'X22' = 35
    GARAGE SPACE = 44
    GARAGE STACK SPACE = 44
    HANDICAPPED PARKING = 17

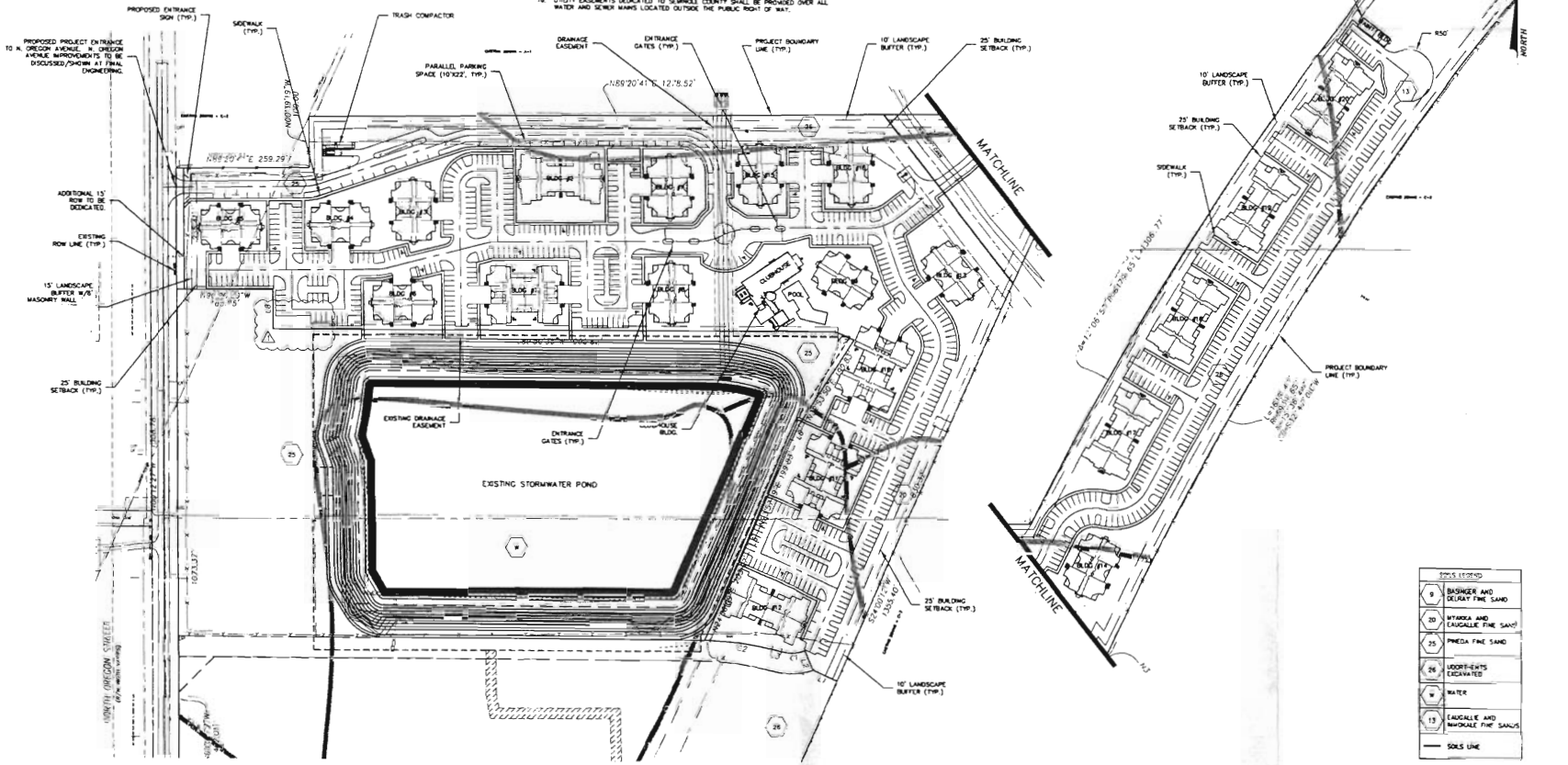
    TOTAL PARKING PROVIDED = 834
20. THE PROPOSED BUILDINGS THAT REQUIRE MORE THAN 150 FEET OF FIRE HOSE FOR PROVIDING FIRE SERVICE WILL BE SPRINKLED.
21. THE PROJECT SITE DOES NOT CONTAIN WETLANDS. THERE ARE EXISTING UPLAND CUT DITCHES ON-SITE WHICH HAVE BEEN PREVIOUSLY PERMITTED FOR REMOVAL BY THE SJRWMD. DETAILS WILL BE PROVIDED AT FINAL ENGINEERING.
22. A MINIMUM OF 25% OPEN SPACE (25.28 AC. X 25% = 6.32 AC.) WILL BE PROVIDED. THIS WILL BE ACCOMPLISHED BY AMENITIZING THE EXISTING RETENTION POND. THERE IS AN EXISTING RECIPROCAL USE EASEMENT BETWEEN THE SUBJECT PROPERTY AND THE ADJACENT PROPERTY OWNED BY KB HOMES. BOTH THIS PROJECT AND THE ADJACENT KB HOMES PARCEL WILL UTILIZE THE RETENTION POND TO MEET OPEN SPACE REQUIREMENTS, HOWEVER THE COMBINED AREA USED BY BOTH PARCELS WILL NOT EXCEED 100% OF THE RETENTION POND EASEMENT AREA.

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

PUBLIC FACILITY IMPACTS:

1. POTABLE WATER - 417 UNITS X 350 GPD/UNIT = 145,950 GPD
2. SANITARY SEWER - 417 UNITS X 350 GPD/UNIT = 125,100 GPD
3. SCHOOL AGE CHILDREN:
   ELEMENTARY: (417 DU X 0.115 CHILD/DU) = 48 CHILDREN
   MIDDLE: (417 DU X 0.053 CHILD/DU) = 22 CHILDREN
   HIGH SCHOOL: (417 DU X .057 CHILD/DU) = 24 CHILDREN
   TOTAL SCHOOL AGE CHILDREN = 94
4. TRAFFIC - SEE TRAFFIC STUDY PROVIDED SEPARATELY



SOILS LEGEND	
9	BASINGER AND DELRAY FINE SAND
20	MYAKKA AND EAUGALLIE FINE SAND
25	PINEDA FINE SAND
26	URBORTHENTS EXCAVATED
W	WATER
13	EAUGALLIE AND MALABAR FINE SANDS
—	SOILS LINE

MADDEN
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 280
Maitland, Florida 32751
(407) 629-8330

PRELIMINARY MASTER PLAN
FOR
LAKE FORREST
SEMINOLE COUNTY FLORIDA

CLIENT
BROAD STREET PARTNERS
230 PARK AVENUE SOUTH
WINTER PARK, FL 32789
407-647-3290

ENGINEER IN CHARGE:
CHADWICK H. MOORHEAD, P.E. #61781
CERTIFICATE OF AUTHORIZATION NO. EB-0000722

NO.	DATE	REVISIONS
		SUBMIT PER SEMINOLE COUNTY COMMENTS

JOB # 27110
DATE: 7/23/07
SCALE: 1"=100'
DESIGNED BY: DAS
DRAWN BY: DAS
APPROVED BY: CHM

PMP-1

I:\Data\27110\DWG\27110 PMP.dwg Oct 30, 2007-8:34:42 am

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On June 10, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit "A".

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: NW 46 LTD
600 E. Colonial Dr.
Orlando, FL 32803

Project Name: Lake Forrest Large Scale Land Use Amendment and Rezone

Requested Development Approval:

Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by:

Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

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 maximum allowable density shall not exceed 16.5 dwelling units per net buildable acre, up to a maximum of 417 dwelling units
c. Maximum allowable building height shall be 50 feet or 3 stories.
d. The setbacks for the main structures shall be as follows:

Development Perimeter:	
North	25'
West	25'
East	25'
South	0'
Building Separation:	20'

e. The permitted uses shall be apartments, townhomes, condominiums, home occupations, and home offices.
f. There shall be one access point located on Oregon Street as shown on Exhibit "B".
g. Parking shall be pursuant to the Land Development Code requirement of two spaces per unit.
h. A 5' sidewalk will be provided along the property frontage on Oregon Street.
i. Sidewalks shall be provided adjacent to all units, visitor parking, and linking to future public sidewalks along Oregon Street.
j. All landscape buffers and common areas shall be maintained by a homeowners association.
k. The west buffer shall be 15' wide and contain a 6' masonry wall. The minimum number of allowable plantings within the buffer shall be 7 canopy

trees, 14 Understory trees, and 116 shrubs. Upon Final Master Plan approval the applicant may supply an alternative number of plantings for the west buffer if approved by the Planning Manager.

l. There shall be a 10' buffer along the north and east property lines with the required number of plantings according to the Land Development Code.
m. A minimum of 25% useable open space shall be provided for the entire PUD. This may be accomplished by amenitizing the existing retention pond. There is an existing reciprocal use easement between the subject property and the adjacent property to the south owned by KB Homes.
n. Interconnectivity with the property to south shall be allowable if agreed to by the south property owner.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Brenda Carey
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, NW 46 LTD, J. Steven Shrimsher, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order

_____ _____
Witness J. Steven Shrimsher, President

_____
Witness

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Steven Shrimsher 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:

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Jerome Youderian, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order

_____ _____
Witness Jerome Youderian

_____
Witness

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerome Youderian 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"

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

EXHIBIT “B”

Preliminary Master Plan
(See Attached)

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

MEMORANDUM

TO: **Jim Quinn, DEP**
Susan Harp, DOS
Susan Sadighi, FDOT 5
Phil Laurien, East Central Florida RPC
Jeff Cole, St Johns River WMD
Wendy Evans, AG
Mary Ann Poole, FWC

Date: May 5, 2008

Subject: Proposed Comprehensive Plan Amendment Review Objections, Recommendations and Comments Reports

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Enclosed are the Departments Objection, Recommendations and Comments Reports on the proposed amendments to the comprehensive plan(s) from the following local government(s):

Seminole Co 08-1

These reports are provided for your information and agency files. Following the adoption of the amendments by the local governments and subsequent compliance review to be conducted by this agency, we will forward copies of the Notices of Intent published by each local government plan.

If you have any questions, please contact Mr. Ray Eubanks at Suncom 278-4925 or (850) 488-4925.

RE/lp

Enclosure

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100
Phone: 850-488-8466 Fax: 850-921-0781 Website: www.dca.state.fl.us

COMMUNITY PLANNING
Phone: 850-488-2356 Fax: 850-488-3309

AREAS OF CRITICAL STATE CONCERN FIELD OFFICE
Phone: 305-289-2402 Fax: 305-289-2442

HOUSING AND COMMUNITY DEVELOPMENT
Phone: 850-488-7956 Fax: 850-922-5623

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

May 5, 2008

The Honorable Brenda Carey, Chairman
Seminole County Board of County Commissioners
1101 East First Street
Sanford, Florida 32771-1468

Re: Objections, Recommendations, and Comments for Seminole County Comprehensive Plan Amendment 08-1

Dear Chairman Carey:

The Department has completed its review of the proposed Comprehensive Plan Amendment for Seminole County (DCA 08-1), which was received on March 6, 2008. Copies of the proposed amendment have been distributed to appropriate state, regional and local agencies for their review and their comments are enclosed. Within the next 60 days, the County should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, our report outlines procedures for final adoption and transmittal.

The County has proposed two Future Land Use Map amendments to the County's Comprehensive Plan. The Department has reviewed the proposed amendment for consistency with Rule 9J-5, Florida Administrative Code (F.A.C.), Chapter 163, Part II, Florida Statutes (F.S.), and the adopted Seminole County Comprehensive Plan. The Department raises no objections to the proposed amendment and this letter serves as the Department's Objections, Recommendations, and Comments Report.

If you, or your staff, have any questions, please call Anthony Rodriguez, Planner, at (850) 922-1760.

Sincerely,

Mike McDaniel, Chief
Office of Comprehensive Planning

MM/arr

cc: Mr. Ian Sikonia, Senior Planner, Seminole County Planning Division
Mr. Phil Laurien, Executive Director, East Central Florida Regional Planning Council

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100
Phone: 850-488-8466 Fax: 850-921-0781 Website: www.dca.state.fl.us

COMMUNITY PLANNING
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HOUSING AND COMMUNITY DEVELOPMENT
Phone: 850-488-7956 Fax: 850-922-5623

TRANSMITTAL PROCEDURES

Upon receipt of this report, the County has 60 days in which to adopt, adopt with changes, or determine that the County will not adopt the proposed amendment. The process for adoption of local comprehensive plan amendments is outlined in s. 163.3184, Florida Statutes, and Rule 9J-11.011, Florida Administrative Code.

Within ten working days of the date of adoption, the County must submit the following to the Department:

Three copies of the adopted comprehensive plan amendment;

A copy of the adoption ordinance;

A listing of additional changes not previously reviewed;

A listing of findings by the local governing body, if any, which were not included in the ordinance; and

A statement indicating the relationship of the additional changes to the Department's Objections, Recommendations and Comments Report.

The above amendment and documentation are required for the Department to conduct a compliance review, make a compliance determination and issue the appropriate notice of intent.

In order to expedite the regional planning council's review of the amendment, and pursuant to Rule 9J-11.011(5), F.A.C., please provide a copy of the adopted amendment directly to Phil Laurien, AICP, Executive Director of the East Central Florida Regional Planning Council.

Please be advised that Section 163.3184(8)(c), Florida Statutes, requires the Department to provide a courtesy information statement regarding the Department's Notice of Intent to citizens who furnish their names and addresses at the local government's plan amendment transmittal (proposed) or adoption hearings. In order to provide this courtesy information statement, local governments are required by law to furnish the names and addresses of the citizens requesting this information to the Department. **Please provide these required names and addresses to the Department when you transmit your adopted amendment package for compliance review. In the event no names, addresses are provided, please provide this information as well.** For efficiency, we encourage that the information sheet be provided in electronic format.

6 JS
3/26/08

FLORIDA DEPARTMENT OF STATE
Kurt S. Browning
Secretary of State
DIVISION OF HISTORICAL RESOURCES

March 24, 2008

Mr. Ray Eubanks
Department of Community Affairs
Bureau of State Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Historic Preservation Review of the Seminole County (08-1) Comprehensive Plan Amendment

Dear Mr. Eubanks:

According to this agency's responsibilities under Sections 163.3177 and 163.3178, *Florida Statutes*, and Chapter 9J-5, *Florida Administrative Code*, we reviewed the above document to determine if data regarding historic resources have been given sufficient consideration in the request to amend the Seminole County Comprehensive Plan.

We reviewed two proposed amendments to the Future Land Use Map to consider the potential effects of these actions on historic resources. While our cursory review suggests that the proposed changes may have no adverse effects on historic resources, it is the county's responsibility to ensure that the proposed revisions will not have an adverse effect on significant archaeological or historic resources in Seminole County.

If you have any questions regarding our comments, please feel free to contact Susan M. Harp of the Division's Compliance Review staff at (850) 245-6333.

Sincerely,

Frederick P. Gaske

Frederick P. Gaske, Director

xc: Mr. James Stansbury

500 S. Bronough Street • Tallahassee, FL 32399-0250 • http://www.flheritage.com

☐ Director's Office (850) 245-6300 • FAX: 245-6436
☐ Archaeological Research (850) 245-6444 • FAX: 245-6452
✓ Historic Preservation (850) 245-6333 • FAX: 245-6437
☐ Historical Museums (850) 245-6400 • FAX: 245-6433
☐ South Regional Office (561) 416-2115 • FAX: 416-2149
☐ North Regional Office (850) 245-6445 • FAX: 245-6435
☐ Central Regional Office (813) 272-3843 • FAX: 272-2340

St. Johns River
[illegible]

6 JS
4/14/05

[illegible]
[illegible]
Department of [illegible]
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Re: Seminole County Proposed Comprehensive Plan Amendment
DCA Amendment #08-1

Dear Mr. Eubanks:

St. Johns River Water Management District (District) planning staff have reviewed the above-referenced proposed comprehensive plan amendment. The plan amendment submittal package contains two changes to the future land use map. District staff review focuses on water supply availability and related water resource issues in an effort to link land use planning and water supply planning. In the review of water supply availability, District staff consider infrastructure, permitted allocation under consumptive use permit (CUP), and source. District staff comments are provided below.

Proposed land use change Z2007-61 (Silverleaf Park) will result in a decrease in net potable water demand based on the proposed development order that will limit the maximum development to 303 dwelling units or 20 units per net developable acre, whichever is less. The District recommends that the County adopt a comprehensive plan policy limiting development potential of the subject property to a maximum of 303 dwelling units or 20 units per net developable acre, whichever is less.

Proposed land use change Z2007-65 (Lake Forrest) will result in a minimal increase in net potable water demand based on the proposed development order that states the maximum allowable development density shall not exceed 16.5 dwelling units per net buildable acre, up to a maximum of 417 dwelling units. The District recommends that the County adopt a comprehensive plan policy limiting development potential of the subject property to a maximum of 417 dwelling units.

We appreciate the opportunity to provide comments. If you have any questions or need additional information, please contact District Policy Analyst Peter Brown at (386) 329-4311 or *pbrown@sjrwmd.com*.

GOVERNING BOARD

David G. Graham (CHAIRMAN) — JACKSONVILLE
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Ann T. Moore (SECRETARY) — DUNNELLON
W. Leonard Wood, (TREASURER) — PERSIMMON PLANTATION
Douglas C. Bournique (VICE CHAIRMAN) — [illegible]
Michael Eure — [illegible]
Hersey "Hershy" Huffman (ASSISTANT SECRETARY) — [illegible]
Allen N. Jacquier (ASSISTANT TREASURER) — [illegible]
Hans G. Tanzler III (ASSISTANT SECRETARY) — [illegible]

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

(AR)

April 4, 2008

6SS
4/4/08

Mr. D. Ray Eubanks
Bureau of Local Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Seminole County 08-1, Comprehensive Plan Amendment ORC Review

Dear Mr. Eubanks:

On behalf of the Department of Environmental Protection, the Office of Intergovernmental Programs has reviewed the proposed comprehensive plan amendment in accordance with the provisions of Chapter 163, *Florida Statutes*. As required by law, the scope of our comments and recommendations is limited to the environmental suitability of the proposed changes in light of the Department's regulatory and proprietary responsibilities. Based on our review of the proposed amendment, the Department has found no provision that requires comment, recommendation or objection under the laws that form the basis of the Department's jurisdiction and authority. If the amendment pertains to changes in the future land use map or supporting text, please be advised that at such time as specific lands are proposed for development, the Department will review the proposal to ensure compliance with environmental rules and regulations in effect at the time such action is proposed.

Thank you for the opportunity to comment on this proposal. If I may be of further assistance, please call me at (850)245-2172.

Sincerely,

Suzanne E. Ray

Suzanne E. Ray, AICP
Office of Intergovernmental Programs

/ser

East Central Florida Regional Planning Council

631North Wymore Road, Suite 100 • Maitland, FL 32751
Phone 407.623.1075 • Fax 407.623.1084 • www.ecfrpc.org

Philip Laurien, AICP
Executive Director

MEMORANDUM

To: D. Ray Eubanks, FDCA Community Program Administrator
James Stansbury, FDCA Regional Planning Administrator

From: Phil Laurien, AICP, Executive Director

Date: April 3, 2008

Subject: Comprehensive Plan Amendment Review

Local Government: Seminole County
Local Amendment #: 08-1
DCA Amendment #: Seminole County 08-1

Council staff has completed a technical review of Seminole County's first proposed Large Scale Comprehensive Plan Amendment for 2008. The amendment consists of two changes to the Future Land Use Map. Staff comments are indicated below in *italics.*

The review was conducted in accordance with the provisions of the East Central Florida Regional Planning Council's current contract with the Florida Department of Community Affairs for Plan and Plan Amendment Reviews.

We have not identified any significant or adverse effects on regional resources or facilities, nor have any extra-jurisdictional impacts been identified that would adversely affect the ability of neighboring jurisdictions to implement their comprehensive plans.

The East Central Florida Regional Planning Council is available to assist in the resolution of any issues that may arise in the course of your review. If you should have any questions, please contact Andrew Landis at andrew@ecfrpc.org or by phone at (407) 623-1075 ext. 310. Thank you.

Local Government Contact: Ian Sikonia

AML

Executive Committee

Chair	Vice Chair	Treasurer	Secretary	Former Chair
Teresa Jacobs	Malcolm McLouth	Mary Martin	Atlee Mercer	Jon B. Rawlson
Commissioner	Governor's Appointee	Vice Mayor of Port Orange	Property Appraiser	Governor's Appointee
Orange County	Brevard County	Volusia County League of Cities	Osceola County	Orange County

Serving Brevard, Lake, Orange, Osceola, Seminole and Volusia Counties.

6 Js
4/25/08

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

Intermodal Systems Development
[illegible]
Orlando, FL 32807-[illegible]

STEPHANIE C. KOPELOUSOS
SECRETARY

AR

April 24, 2008

Mr. Ray Eubanks, Community Program Administrator
Department of Community Affairs, State of Florida
Plan Review & DRI Processing Section
2555 Shumard Oaks Boulevard
Tallahassee, FL 32399-2100

SUBJECT: **PROPOSED COMPREHENSIVE PLAN AMENDMENTS**
LOCAL GOVERNMENT: **SEMINOLE**
DCA #: **08-1**

Dear Mr. Eubanks:

The Department of Transportation has completed its revised review of the above proposed comprehensive plan amendments as requested in correspondence from Anthony Rodriquez dated April 22, 2008, where he forwarded maps which clarified the maximum allowable densities on the proposed amendment sites. Our revised review is attached.

If you have any questions, please contact Judy Pizzo, Systems Planner, at 407-482-7880 or by e-mail at judy.pizzo@dot.state.fl.us.

Sincerely,

Jon V. Weiss, P.E.
Growth Management Supervisor

jp
attachment

cc: Alison Stettner, Seminole County
Jerry McCollum, Seminole County
Phil Laurien, ECFRPC
Rob Magee, FDOT
James Stansbury, DCA

File: H:\OOC\Planning\Growth Management\CompPlanAmendments\CPA Comments_Review\Seminole\Seminole 08-01 CvrLtr 042408.doc

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

GENERAL BACKGROUND INFORMATION

Seminole County has submitted two Future Land Use Map (FLUM) amendments.

For each FLUM amendment, FDOT evaluated how the trip generation potential of the property will change if the proposed FLUM designation is adopted. (Trip generation potential reflects the maximum amount of development that could occur on the property.) The pertinent FLUM designations are as follows:

- *Medium Density Residential.* Allows a maximum of 10 du per acre.
- *High Density Residential.* Allows greater than 10 du per acre.

FDOT Contact:	Judy Pizzo, Systems Planner FDOT District 5 Office of Intermodal Systems Development	Reviewed by:	Cade Braud, P.E., & Kelly Blume, P.E. Kittelson & Associates, Inc.
Telephone:	407-482-7880		407-540-0555
Fax:	407-275-4188		407-540-0550
E-mail:	judy.pizzo@dot.state.fl.us		kblume@kittelson.com
File:	H:\OOC\Planning\Growth Management\CompPlanAmendments\CPA Comments_Review\Seminole\Seminole 08-01 Revised 042308.doc		

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

FLUM AMENDMENT 1 (SILVERLEAF PARK)

ELEMENTS: Future Land Use Element

RULE REFERENCE: Chapter 163.3177, F.S., Required and optional elements
Chapter 163.3184, F.S., Process for adoption
Chapter 9J-5, F.A.C., MINIMUM CRITERIA FOR REVIEW
Chapter 9J-11, F.A.C., SUBMITTAL AND REVIEW

BACKGROUND

This amendment affects 28.25± acres located on the east side of Oregon Street, approximately 0.5 miles north of SR 46. The property is situated between Oregon Street and I-4.

Trip Generation Potential of Parcels Affected by FLUM Amendment

Scenario	Land Use Designation	Maximum Allowed Intensity	ITE Land Use Code	Size of Development		Daily Trips	P.M. Peak Hour Trips
				Acres	Allowed Develop-ment		
Adopted	Medium Density Residential	10 du/acre	220	28.25	283 units	1,876	175
Proposed	High Density Residential	303 du*	220	28.25	303 units*	1,971	184
Change in Trips						+95	+9

*Based on maps provided by DCA on April 22, 2008

REVIEW COMMENTS

The amendment results in a negligible increase in trips. Therefore, FDOT has no comments on this amendment.

RECOMMENDATIONS

FDOT has no recommendations for this amendment.

FDOT encourages the County to establish a maximum allowed intensity for High Density Residential in the Future Land Use Element per 9J-5.005(06), F.A.C.

FDOT Contact: Judy Pizzo, Systems Planner
FDOT District 5
Office of Intermodal Systems Development
Telephone: 407-482-7880
Fax: 407-275-4188
E-mail: judy.pizzo@dot.state.fl.us

Reviewed by: Cade Braud, P.E., & Kelly Blume, P.E.
Kittelson & Associates, Inc.
407-540-0555
407-540-0550
kblume@kittelson.com

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COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

FLUM AMENDMENT 2 (LAKE FORREST)

ELEMENTS: Future Land Use Element

RULE REFERENCE: Chapter 163.3177, F.S., Required and optional elements
Chapter 163.3184, F.S., Process for adoption
Chapter 9J-5, F.A.C., MINIMUM CRITERIA FOR REVIEW
Chapter 9J-11, F.A.C., SUBMITTAL AND REVIEW

BACKGROUND

This amendment affects 26.8± acres located on the east side of Oregon Street, approximately 0.5 miles north of SR 46. The property is situated between Oregon Street and I-4.

Trip Generation Potential of Parcels Affected by FLUM Amendment

Scenario	Land Use Designation	Maximum Allowed Intensity	ITE Land Use Code	Size of Development		Daily Trips	P.M. Peak Hour Trips
				Acres	Allowed Develop-ment		
Adopted	Medium Density Residential	10 du/acre	220	26.8	268 units	1,777	166
Proposed	High Density Residential	417 du*	220	26.8	417 units*	2,657	247
Change in Trips						+880	+81

*Based on maps provided by DCA on April 22, 2008

The State roadway segments located within two miles of the parcel are shown in the table below.

REVIEW COMMENTS

Based on FDOT data, segments of State roadways within the vicinity of the site currently operate unacceptably and/or are projected to operate unacceptably under background conditions. However, the amendment does not appear to significantly impact these State roadways, so FDOT has no comments on the amendment.

FDOT Contact: Judy Pizzo, Systems Planner
FDOT District 5
Office of Intermodal Systems Development
Telephone: 407-482-7880
Fax: 407-275-4188
E-mail: judy.pizzo@dot.state.fl.us

Reviewed by: Cade Braud, P.E., & Kelly Blume, P.E.
Kittelson & Associates, Inc.
407-540-0555
407-540-0550
kblume@kittelson.com

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

State Roadway Segments Affected by FLUM Amendment

Road-way	Segment	FIHS or SIS?	2008				2013				2016			
			LOS Stan-dard	Service Volume at LOS Stan-dard	AADT	Ac-cept-able?	LOS Stan-dard	Service Volume at LOS Stan-dard	AADT	Ac-cept-able?	LOS Stan-dard	Service Volume at LOS Stan-dard	AADT	Ac-cept-able?
SR 46	Lake Co to Orange Blvd	N	D	16,400	23,800	N	D	16,400	28,100	N	D	16,400	30,800	N
	Orange Blvd to Int'l Pkwy	N	D	32,700	30,000	Y	D	32,700	39,900	N	D	32,700	45,900	N
	Int'l Pkwy to I-4	N	D	32,700	31,700	Y	D	32,700	41,000	N	D	32,700	46,600	N
	I-4 to Rinehart Rd	Y	D	49,200	39,700	Y	D	49,200	47,700	Y	D	49,200	52,500	N
	Rinehart Rd to Upsala Rd	Y	D	49,200	33,900	Y	D	49,200	41,000	Y	D	49,200	45,300	Y
	Upsala Rd to Airport Blvd	Y	D	35,700	33,300	Y	D	35,700	39,100	N	D	35,700	42,500	N
	Airport Blvd to Pesimmon Ave	Y	D	35,700	23,000	Y	D	35,700	25,400	Y	D	35,700	26,800	Y
	Pesimmon Ave to US 17-92	N	D	35,700	20,900	Y	D	35,700	24,000	Y	D	35,700	25,800	Y
US 17-92	0.051 mi E of Seminole Blvd to Realignment	N	D	17,220	12,500	Y	D	17,220	13,200	Y	D	17,220	13,500	Y
	I-4 to Volusia Co	Y	D	35,700	24,600	Y	D	35,700	28,600	Y	D	35,700	30,900	Y
I-4	SR 46 to Volusia Co	Y	D	140,200	118,100	Y	D	140,200	133,400	Y	D	140,200	142,600	N

NOTE: The information in this table is from FDOT's LOS_ALL spreadsheet, which is a planning-level analysis tool.

RECOMMENDATIONS

FDOT has no recommendations for this amendment.

FDOT encourages the County to establish a maximum allowed intensity for High Density Residential in the Future Land Use Element per 9J-5.005(06), F.A.C.

FDOT Contact: Judy Pizzo, Systems Planner
FDOT District 5
Office of Intermodal Systems Development
Telephone: 407-482-7880
Fax: 407-275-4188
E-mail: judy.pizzo@dot.state.fl.us

Reviewed by: Cade Braud, P.E., & Kelly Blume, P.E.
Kittelson & Associates, Inc.
407-540-0555
407-540-0550
kblume@kittelson.com

File: H:\OOC\Planning\Growth Management\CompPlanAmendments\CPA Comments_Review\Seminole\Seminole 08-01 Revised 042308.doc

ORDINANCE NO. **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING THE VISION 2020 SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTIES BY VIRTUE OF LARGE SCALE DEVELOPMENT AMENDMENTS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County (hereinafter referred to as the "Board") enacted Ordinance Number 91-13, adopting the 1991 Seminole County Comprehensive Plan, which was subsequently amended in accordance with State law; and

WHEREAS, the Board enacted Ordinance Number 2001-21, which renamed the 1991 Seminole County Comprehensive Plan to the "Vision 2020 Seminole County Comprehensive Plan" (hereinafter referred to as the "Plan"); and

WHEREAS, the Board 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 Large Scale Plan Amendments; and

WHEREAS, the Board has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Land Planning Agency held a public hearing with all required public notice for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendments set forth herein; and

WHEREAS, the Board held public hearings with all required public notice for the purposes of hearing and considering the recommendations and comments of the general public, the Land Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendments set forth herein; and

WHEREAS, the Board hereby finds that the Plan, as amended by this ordinance, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, and the State Comprehensive Plan, and the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council; and

WHEREAS, the Plan amendments set forth herein has been reviewed by all required State agencies and the Objectives, Recommendations and Comments Report prepared by the Department of Community Affairs has been considered by the Board; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Legislative Findings. The above recitals are true and correct in form and include legislative findings which are a material part of this Ordinance.

Section 2. Amendment To Future Land Use Map Designation. The Future Land Use Map of the Future Land Use Element of the Plan is hereby amended by changing the future land use designation assigned to the properties depicted therein and legally described in Exhibits A and B (attached hereto and incorporated herein by this reference) as noted in the following table:

Ord. Exh.	**Name**	**Amendment Number**	**Land Use Change From – To**	**LPA Hearing Date**	**BCC Hearing Dates**
A	Lake Forrest Large Scale Land Use Amendment and Rezone	08S-FLU02	Medium Density Residential (MDR) to High Density Residential (HDR) with a maximum of 417 dwelling units containing a maximum density of 16.5 dwelling units per net buildable acre	12/05/07	02/12/08 6/10/08
B	Silverleaf Park Large Scale Land Use Amendment and Rezone	08S-FLU01	Medium Density Residential (MDR) to High Density Residential (HDR)with a maximum of 303 dwelling units containing a maximum density of 16.5 dwelling units per net buildable acre	12/05/07	02/12/08 6/10/08

Section 3. Severability.

(a) The enactment of this Ordinance includes two (2) amendments to the Future Land Use Map.

(b) 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 4. Exclusion From County Code/Codification.

(a) It is the intent of this Board 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 or as a volume of the Land Development Code of Seminole County in accordance with prior directions given to the 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 by the Clerk of the Board of County Commissioners in accordance with State law.

(b) This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the

Board of County Commissioners; provided, however, that the effective date of the Plan amendments set forth herein shall be twenty-two (22) days after the Florida Department of Community Affairs' publication of a notice of intent to find the Plan amendments in compliance, if no affected party challenges the Plan amendments, or, if an affected party challenges the Plan amendments, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendments is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders or development permits, if dependent upon 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 adopting a resolution affirming its effective status, a copy of said resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 10th day of June 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey, Chairman

Exhibit A

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

Exhibit B

Silverleaf Park

Legal Description

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST ½ FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 690.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 402.01 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 1009.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'00" FOR A DISTANCE OF 138.97 FEET TO THE POINT OF TANGENCY, THENCE RUN S74°50'00"E FOR A DISTANCE OF 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N86°18'13"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO A RADIAL LINE; THENCE RUN S22°33'35"E ALONG SAID RADIAL LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S65°59'48"E FOR A DISTANCE OF 52.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3520, PAGE 535 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 525.08 FEET; THENCE RUN S89°38'22"W FOR A DISTANCE OF 243.58 FEET; THENCE RUN N00°21'38"W FOR A DISTANCE OF 157.35 FEET; THENCE RUN N90°00'00"W FOR A DISTANCE OF 816.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.098 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORDS.

TOGETHER WITH THOSE CERTAIN STORMWATER DRAINAGE EASEMENT RIGHTS INURING TO THE BENEFIT OF THE AFOREDESCRIBED PARCEL PURSUANT TO THAT CERTAIN NW 46 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 AT OFFICIAL RECORDS BOOK 3520, PAGE 588, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS THEREAFTER AMENDED.

AND

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N00°12'27"W ALONG SAID WEST LINE OF THE EAST ½ OF SECTION 20 FOR A DISTANCE OF 1092.71 FEET; THENCE N89°47'33"E FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET, THE POINT OF BEGINNING; THENCE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 671.36 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 185.95 FEET; THENCE RUN S00°00'00"E FOR A DISTANCE OF 76.10 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 1090.62 FEET; THENCE RUN S67°55'48"E FOR A DISTANCE OF 40.26 FEET; THENCE RUN S32°53'50"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S27°29'16"W FOR A DISTANCE OF 31.73 FEET; THENCE RUN S23°57'19"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S24°28'59"W FOR A DISTANCE OF 20.06 FEET; THENCE RUN S24°00'09"W FOR A DISTANCE OF 204.23 FEET; THENCE N89°59'06"W FOR A DISTANCE OF 1015.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS

ORDINANCE NO. **SEMINOLE COUNTY, FLORIDA**
Z2007-65

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 PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION 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 "Lake Forrest Large Scale Land Use Amendment and 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 PUD (Planned Unit Development) 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 the date of filing with the Department.

ENACTED this 10th day of June 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey
Chairman

EXHIBIT "A"
LEGAL DESCRIPTION:

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

LARGE-SCALE FUTURE LAND USE AMENDMENT &
REZONING AMENDMENT JUSTIFICATION STATEMENT

SEMINOLE COUNTY APPLICATION

Lake Forrest

Parcel ID Number: 20-19-30-300-0040-0000

This application is for a large-scale future land use map amendment (LSFLUA) and associated rezoning amendments to respectively change the future land use (FLU) designation of the 26.8-acre subject property from Medium Density Residential (MDR) to High Density Residential (HDR), to remove the property from the Silver Leaf Planned Urban Development (PUD) and to form a new PUD. With the following Project Justification Narrative, we submit the request is consistent with the Seminole County Vision 2020 Comprehensive Plan and compatible with the surrounding development patterns.

RELATIONSHIP TO THE GOALS, OBJECTIVES AND POLICIES OF THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN

High Density Residential Intent & Purpose

This land use provides for a range of residential development at intensities greater than 10 dwelling units per net buildable acre. High density residential development should be located adjacent to major collectors and arterial roadways to minimize traffic on local and minor collector roadways and to provide convenient access to transit facilities. This land use can act as an effective transitional use between nonresidential and Medium Density Residential uses.

Uses:

A. Condominiums, townhouses, apartment hotels, boarding and lodging houses and motels;

B. Public elementary schools, public middle schools and public high schools; and

C. Special exception uses such as churches, utilities, group homes, hospitals, convalescent and nursing homes, and accessory office uses.

Services and Facilities:

This land use requires a full range of urban services and facilities.

Special Provisions:

A. High density developments require maximum lot coverage, minimum open space, recreation, pedestrian walkways and transit facility requirements to enhance the living environment of residents and to provide convenient access to area schools, shopping and recreational facilities. On-site transit facilities (e.g. bus shelters and bays) may be required on a site specific basis.

B. Clustering of residential units to preserve conservation areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the PUD zoning classification.

C. Increased building heights up to 60 feet may be allowed where compatible with adjacent uses to minimize urban sprawl.

Special Services;

Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent re-use to meet public safety needs and offset facility capacity impacts.

Zoning

Zoning classifications allowed in this land use designation are presented in Exhibit FLU: Future Land Use Designations and Allowable Zoning Classifications. PUD is an allowable zoning category in HDR FLU.

Services and Facilities

Services and facilities are to be at a minimum, consistent with the requirements of the land use designation for use of the development site.

A PUD rezoning application and a Master Plan application are being submitted concurrent with this LSFLUA application. The Master Plan addresses the aforementioned concerns and, therefore, complies with the Seminole County Land Use Code.

Applicable Comprehensive Plan FLU Policies

Vision 20/20—Future Land Use Element- Issue FLU 3 (page FLU-3)

Future Land Use Map Based On Growth Needs/Build-out. The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

In Seminole County, both private and publicly owned properties are designated as one of the several future land use designations on the adopted Exhibit FLU: Future Land Use Map. The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

Based on the currently adopted Exhibit FLU: Future Land Use Map, it is projected that between 2015 and 2020 the County will experience a shortage of vacant developable land for single family and multi-family development. Among the options available to address this shortage includes amending the Plan to allow increased densities within existing residential designation and creating infill parcels where a mix of residential and nonresidential uses would be allowed. Subsequent to adoption of the 2001 Plan Update, this issue should be fully assessed and recommended options prepared as part of the next Evaluation and Appraisal Report (EAR) of the Plan scheduled for 2005.

The proposed development program is for apartments at an overall net density of 16.5 net dwelling units per acre, which is consistent with the stated objective and will assist Seminole County in dealing with the "shortage of vacant developable land for single-family development," including a source of housing for the aging population segment. The property is an infill tract surrounded by high-density residential, low-density residential and neighborhood-scale commercial developments. The creation of a planned community that adheres to sensitive site design, transitional buffers and green space will ensure neighborhood compatibility.

<u>Vision 20/20—Future Land Use Element- Issue FLU 4-Urban Sprawl (page FLU-4)</u>

Rule 9J-5.006, FAC, requires that plans of local governments contain specific provisions to discourage urban sprawl. Urban sprawl can be defined as scattered, poorly planned development occurring at the urban fringe and rural areas, which frequently invades land important for natural resource protection. Types of urban sprawl land uses include leapfrog development, strip development along a roadway and large expanses of low density, single dimensional development.

Between Plan adoption in 1991 and completion of the County's Evaluation and Appraisal Report (EAR) in 1999, urban sprawl, as historically defined by the Florida Department of Community Affairs (Department) and repeated in the Plan, has not occurred in unincorporated Seminole County.

This absence of sprawl is due to extensive revisions to the County's Exhibit FLU: Future Land Use Map in 1987 to re-designate vacant, infill and urban fringe areas for urban development intensities. This major update, along with the long standing Conservation Land Use policies and regulations help to meet the Department's sprawl tests. In 1991, the Plan was amended to establish the East Rural Area and adoption of an urban/rural boundary. Additional steps such as creation of the Higher Intensity Planned Development future land use series, (i.e., Target Industry, Core and Transitional and Airport areas), purchase of natural lands, limiting commercial development to major roadway intersections, and providing for mixed use developments, joined with land development regulations, have effectively served as tools to address urban sprawl. The County's EAR fully addressed the sprawl indicators cited in Rule 9J-5.006(5), FAC. For a list of these indicators and the County's response, please refer to the EAR document.

Developing the Lake Forrest site as a High Density Residential Development will not contribute to sprawl for the following reasons:

- *As almost all of the surrounding land is already built-out, development of the site would occur in a responsible manner to ensure adequate transitioning of densities between surrounding and proposed uses.*

- *Development of the property would provide an opportunity for interconnected, pedestrian and user-friendly community consistent with the PD FLU'S definition of providing multi-modal access within the development.*

Vision 20/20—Future Land Use Element- Issue FLU 10-Trends in Comprehensive Planning (page FLU-7)

Since the 1991 Plan Update, two popular themes have emerged that have a direct relationship to comprehensive planning. The first of these, "sustainability", suggests the idea of the responsible use of resources to meet current needs without jeopardizing the needs of future residents. The second theme, "smart growth" involves the basic ideas of environmental protection, livable communities and efficient use of public funds. Both themes have in common the idea of community, economic opportunities and protection of the environment. In Seminole County "sustainability" and "smart growth" in land use are achieved through, but not limited to, application of the following planning techniques:

- Economic planning to create target industry areas;
- Acquisition of sensitive natural lands;
- Creation of an urban/rural boundary and Plan policies regarding protection of the Rural Area;
- Restricting densities and intensities within the Wekiva River and Econlockhatchee River areas;
- Applying a tiered level of service to encourage infill development and discourage sprawl; and
- Joint planning agreements.

These two themes are clearly evident in the goal of the Future Land Use Element, which is to achieve an appropriate balance between public and private interests in the protection of the environment, creation of favorable economic conditions and maintenance of established residential neighborhoods. The County's Plan and land development regulations set forth policies and provisions to ensure that these areas development in a manner to provide compatibility, accommodate necessary facilities and services and protect the natural environment.

As an infill site, the property will be developed in a planned, harmonious manner to eliminate sprawl, as explained elsewhere in this justification statement. Accordingly, apartments will be provided to meet the future housing and service needs of Seminole County's projected population.

Vision 20/20—Future Land Use Element- Objective 2-Protection of Residential Neighborhoods (page FLU-16)

The County shall ensure the long-term viability of residential neighborhoods by regulating future development to create compatibility with surrounding land uses.

The Lake Forrest site is compatible with surrounding land uses that includes

high density residential and single family residential.

Vision 20/20—Future Land Use Element- Policy 2.1-Subdivision Standards (page FLU-16)

The County shall maintain the viability of established and future residential neighborhoods by continuing to enforce Land Development Code provisions relating to:

a. Development within flood prone areas;
b. Building setbacks and heights;
c. Roadway buffers;
d. Landscaping;
e. Tree preservation;
f. Signage;
g. On-site traffic circulation and parking;
h. Drainage and stormwater management;
i. Fences, walls and entrance features; and
j. Maintenance and use of common open space areas through homeowners associations.

The proposed preliminary master plan will comply with all aspects of the Seminole County Land Development Code, including the above stated provisions, as permitted by the Planned Urban Development zoning designation.

Vision 20/20—Future Land Use Element- Policy 2.3 Roadway Compatibility (page FLU-16)

The County shall encourage the viability of future residential neighborhoods adjacent to collector and arterial roadways by:

1. Requiring additional setbacks and buffers for residential development adjacent to future major collector and arterial roadways to minimize the impacts of future roadway improvements;
2. Requiring development plans to transition residential and nonresidential land use intensities at major intersections to maximize compatibility with existing residential neighborhoods;
3. Discouraging through traffic on local residential roadways; and
4. Enforcing Land Development Code standards providing when and where pedestrian, bicycle and vehicular linkages between abutting residential areas are required to provide convenient access to recreation, schools, libraries, and shopping. Vehicular connections between subdivisions shall be designed to serve local residents and discourage through traffic.

Concurrent with the LSFLUA application, a PD rezoning application and associated Preliminary Master Plan are being submitted. The aforementioned concerns are addressed in this plan and consequently comply with the Seminole County Land Development Code.

Vision 20/20—Future Land Use Element- Policy 2.11 Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications (page FLU-19)

The County shall consider uses or structures proposed within the Planned Unit Development (PUD) and Planned Commercial Development (PCD) zoning classifications on a case-by-case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of development standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights. The Board of County Commissioners shall have discretion as to the uses and structures approved with a PUD or PCD zoning classification.

As previously stated, the Preliminary Master Plan is included in this concurrent LSFLUA and rezoning request to demonstrate buffering, setbacks, density, and ensure compatibility with adjacent uses. Specific development standards will be established in the Final Master Plan to achieve compatibility with surrounding development.

Vision 20/20—Future Land Use Element- Objective 6: Public Facilities and Services (page FLU-33)

The County shall require that all development be consistent with the approved Capital Improvements Element or facility and service plans in order to discourage urban sprawl, meet adopted level of service standards and thereby minimize attendant public costs through the implementation of the following policies:

Vision 20/20—Future Land Use Element- Policy 6.1 Development Orders, Permits and Agreements (page FLU 33)

The County shall ensure that all development orders, permits and agreements are consistent with the adopted level of service standards and provisions of the Capital Improvements Element and the appropriate facility element as well as all other provisions of this Plan.

A Development Order that outlines the future development parameters of the site and developer obligations will be drafted between the property owner and Seminole County to implement the proposed PUD zoning.

Vision 20/20—Future Land Use Element- Policy 6.2 Concurrency Requirements (page FLU 33)

The County shall ensure that all development orders, permits and agreements are subject to the adopted Concurrency Management System standards and provisions to ensure that facilities and services needed to serve the development are available at the adopted level of service consistent with the Implementation Element of this Plan.

There is sufficient infrastructure in place to adequately serve the Lake Forrest site. Any additional impact issues will be addressed in the Development Order.

Vision 20/20—Future Land Use Element- Policy 6.3 Infrastructure and Phasing Requirements (page FLU 33)

The County shall require that all development provide services and facilities or phase the development as a condition of approval if development needs precede adopted service and facility plans and Capital Improvements Program and adopted levels of service can be maintained.

Development of the site will comply with the services and facilities requirements.

Vision 20/20—Future Land Use Element- Policy 6.4 Priority for Water and Sewer Services (page FLU 33)

The County shall evaluate the impact on delivering adequate service to residents within the established service area prior to the expansion of a potable water or sewer service area outside the adopted service area boundaries. The County will not expand a service area if the adopted level of service cannot be maintained.

Seminole County Utilities will serve the site and has sufficient capacity to support development consistent with the proposed program.

Vision 20/20—Future Land Use Element- Policy 6.5 Private Investment Above Land Development Code Regulations (page FLU 33)

The County shall require private investment in infrastructure improvements above and beyond Land Development Code requirements (e.g., feeder roads, aerial fire apparatus, right-of-way, signalization, access improvements, transit facilities, stormwater, etc.) where improvements are needed to accommodate the development and to minimize attendant public costs associated with growth.

The developer will comply with this policy and address these issues as necessary in the Development Order with the County.

JUSTIFICATION STATEMENT – REZONING

The subject property is best suited for residential use due to its location and surrounding land use patterns. Amending the future land use designation from medium density residential to high density residential with a rezoning to planned urban development will permit creative design standards and a quality development program that is consistent with other development within Seminole County.

CONCLUSION

The requested LSFLUA and zoning amendments are well supported by the policies described within the Seminole County Vision 2020 Comprehensive Plan. The County has a desire to "maintain the established residential character" of this location, and there is a continuing demand for residential housing of the type proposed. As stated elsewhere in this report, the subject

property is believed to be best suited for high density residential use due to its location, present market conditions and surrounding land use patterns. We believe that amending the future land use of the property from Medium Density Residential to High Density Residential would be consistent and compatible with the policies established by the Seminole County Vision 2020 Comprehensive Plan, particularly with regard to the policies and provisions related to the prevention of urban sprawl, maximization of land coverage, minimization of open space and the provision of recreational opportunities for residents. This request is compatible in the described location and is consistent with applicable Seminole County planning policies and applicable regulations.

SEMINOLE COUNTY PUBLIC SCHOOLS
School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: December 4, 2007

RE. **Lake Forest Large Scale FLUM Amendment & Rezone**

Seminole County Public Schools (SCPS), in reviewing the above future land use change and rezone request, has determined that if approved the new FLUM and zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description – 26.8+/- acres Located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street. The applicant is requesting a change from MDR to HDR and rezone from PUD to PUD. The applicant is proposing to construct a multi-family dwelling unit subdivision, at a density of approximately 16.5 dwelling units per net buildable acre. The net residential density is proposed to increase from the 200 currently approved multi-family units to 417 units, a net increase of 217 units. Parcel ID #: 20-19-30-300-0400-0000.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

Total Proposed units		
Total # of Units	# of Single-Family Lots	# of Multi-Family Units
217	0	217

Student Generation

Impacted Schools	***Projected Number of Additional Students***	***Current Capacity***	***Current Enrollment***	***Percent Utilization***	***Students Resulting from Recently Approved Developments***
Elementary Northwest Cluster	27	4,283	4,333	101.2	165
Middle Sanford	10	1,414	1,316	93.1	98
High Seminole	10	3,049	3,135	102.8	185

Terms and Definitions:

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:
Elementary 100%, Middle 90%, High 95%

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

i) Elementary: 780 student stations
ii) Middle: 1500 student stations
iii) High: 2,800 student stations

Projected Number of Additional Students: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Full Time Equivalent (FTE) - A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments:
The students generated at the Middle school level resulting from the proposed development, would at this point be able to be absorbed into the zoned schools without adverse affect. Capacity is not available at the approved level of service for Elementary or High schools, and the additional students would not be able to be absorbed without the use of temporary capacity or significant increases in overcrowding. There are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve the affected schools.

In addition to the students generated from the proposal, the number of students expected from recent developments in the attendance areas of the affected schools would also place further capacity pressures on the school system. These new developments combined with this proposal 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.

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
DECEMBER 5, 2007
7:00 P.M.

Members present: Matthew Brown, Dudley Bates, Walt Eismann, Rob Wolf, Melanie Chase, and Ben Tucker

Member absent: Kim Day

Also present: Dori DeBord, Director of Planning and Development; Alison Stettner, Planning Manager; Tina Williamson, Asst. Planning Manager; Ian Sikonia, Senior Planner; Cynthia Sweet, Senior Planner; Austin Watkins, Senior Planner; James Potter, Senior Engineer; Kathy Furey-Tran, Assistant County Attorney; and Candace Lindlaw - Hudson, Clerk to the Commission.

Lake Forrest Large Scale Land Use Amendment and Rezone; Shutts & Bowen LLP, James Willard, applicant; 26.8± acres; Large Scale Land Use Amendment from Medium Density Residential (MDR) to High Density Residential (HDR) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development); located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street. (Z2007-65 / 08S.FLU02)

Commissioner Carey - District 5
Ian Sikonia, Senior Planner

Ian Sikonia stated that this property was previously approved on May 10, 2005 know as the NW 46 PUD which consisted of a town home and condominium project allowing a maximum of 400 units. The specific regulations for these condominium and townhome units were based pm the R-3 and R-4 zoning districts. The NW 46 PUD allowed a maximum building height of 2 stories or 35 feet for the subdivision. The Development Order of the NW 46 PUD specifically forbids townhome or condominium units to be used a rental units. The NW 46 PUD and the proposed Lake Forrest PUD are similar in uses but different in regard to intensity and density of the property.

The proposed Lake Forrest PUD is creating a new PUD while maintaining some to the previous conditions of the NW 46 PUD. The NW 46 PUD allowed for a maximum of 400 units while the proposed PUD is allowing for a maximum of 417 units. The Lake Forrest PUD is increasing the approved maximum building height of 35 feet or two stories to 50 feet or three stories. They are also maintaining the same permitted uses of condominium, townhomes, and adding

multi-family rental units to the Development Order. The proposed PUD seems to allow for more local housing options for the prospective and existing citizens of Seminole County due to the proximity of Interstate 4 and the numerous employment centers located in nearby Heathrow, Lake Mary and Sanford.

Mr. Sikonia stated that staff is recommending changes to the Development Order: Condition G, replacing "There shall be a minimum of 834 parking spaces located on site" to read "Parking shall be pursuant to the Land Development Code requirement of two spaces per unit." Condition M replacing "will" with "may" in the second sentence, to read: "This may be accomplished by amenitizing the existing retention pond."

Mr. Sikonia said that staff recommendation was for transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) for 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street.

Jim Willard spoke on behalf of the applicant. He gave a short history of the ownership of the tract and stated that market conditions have not supported what was approved 3 years ago. The market will support multi-family projects. This project will not be low-income housing. The location of the application is a good place for the placement of such a project. 16.5 units per acre with 3 stories in height is typical. This site is next to the interstate, with minimal Oregon Street exposure. What else could go here. This addresses workforce housing. Mr. Willard said that he does not want to put in a sound wall by the interstate. It is too costly. The owner could put a disclosure clause in the lease stating the proximity of the project to the interstate.

Dr. Ira Swartzberg spoke on behalf of the Lake Forest Homeowners Association. He stated that the berm referred to as a buffer is only 15 feet high. In reviewing the various traffic, school, and buffering figures, the report presented had conflicting figures. The Lake Forest Homeowners Association is opposed to this application.

Steve Devine spoke on behalf of the Lake Forest Homeowners Association Board. The HOA is opposed to the rezoning and change to the County Comprehensive Plan. This application is not compatible with the area. The schools cannot serve the influx of population, and the traffic will not be adequately served by the roads and intersections in the area. The current Comprehensive Plan design for the property is good. The density is increasing from 268 to 417 with this project. Silverleaf projected increases from 282 units to 558 dwelling units. Both will give 978 units for the two properties. Mr. Devine said that he was also concerned with the SR 46 intersection. The anticipated I-4 off-ramp is an upcoming problem. He took issue with the traffic study numbers

presented. A new study is needed. Traffic numbers varied from 100 additional trips to 677 extra trips.

Mr. Devine also said that the retention pond was being used for open space calculations by both this project and the KB Homes application for Silverleaf. He concluded by stating that the schools were overcrowded and did not have capacity.

Jim Willard said that the retention pond had not been double calculated. Both projects share the pond. There is enough open space using the pond.

Commissioner Tucker said that sound and the wall were an issue here. The wall is not the only answer. It is not enough to say that the interstate is there. Look at the airports. Homes can be sound-fitted. Given the current circumstances, it may be good use, but sound is an issue.

Commissioner Brown said that a third option was to put language in the deed.

Commissioner Tucker said that it should not be incumbent on the public to mitigate sound.

Commissioner Eismann asked how the County could prevent sound walls from being put up at taxpayer expense in the future.

Commissioner Chase said that such things were not going to be approved by the BCC in the future.

Commissioner Tucker said that the sound abatement wall is an FDOT approval, not BCC approval.

Commissioner Wolf asked why soundproofing or a wall should not be included for approval.

Commissioner Tucker added the potential of adding to deed restrictions.

Commissioner Eismann made a motion to recommend transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) for 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street with staff findings.

Commissioner Chase seconded the motion.

Commissioner Brown said that this project is HDR next to I-4. That is the place for it.

Commissioner Wolf said that the application lacks transition between I-4 and MDR.

Commissioner Brown said the berm is 15 feet tall and 30 feet at the base.

Tina Williamson said that the width of the berm was not known.

Commissioner Wolf said that there were natural trees there now along the road that could be utilized for a natural buffer.

Commissioner Brown asked what good is accomplished by speaking to the local HOAs.

Commissioner Wolf said that changes could be made prior to finalization.

The motion failed with a tie vote of 3 - 3. Commissioners Brown, Eismann, and Chase voted "yes" while Commissioners Bates, Tucker and Wolf were opposed.

Commissioner Wolf made a motion to send the request to the BCC without a recommendation.

Commissioner Bates seconded the motion..

The motion passed 6 – 0.

to authorize the filing of the proofs of publication for this meeting's scheduled public hearings into the Official Record.

Districts 1, 2, 3, 4 and 5 voted AYE.

REQUEST FOR LARGE SCALE LAND USE & REZONE TO PUD, JAMES WILLARD/SHUTTS & BOWEN, Continued

Continuation of a public hearing to consider a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, James G. Willard, Shutts & Bowen, LLP.

Planner, Ian Sikonia, addressed the Board to present the request, advising the original PUD approved by the BCC on May 10, 2005, has now been split in half and being presented as Items #25 and #26. The applicant is requesting the amendment to allow for a multi-family residential development at a maximum density of 16.5 dwelling units per net buildable acre. He stated this property was previously approved as the NW 46 PUD which consisted of a townhome and condominium project allowing a maximum of 400 units. The proposed Lake Forest PUD is creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD. The proposed PUD is also allowing for a maximum of 417 units, which is an increase of 17 total units; and proposing to increase the approved maximum building height of 35 feet, not to exceed two stories, to 50 feet, not to exceed three stories. They are also maintaining the same permitted uses of condominium, townhomes, and adding multi-family rental units to the

development order.

Mr. Sikonia advised that the P&Z Commission's motion to approve this item failed due to a 3 to 3 vote. They then made a motion to send the request to the BCC without a recommendation with a 6 to 0 vote. He further advised that staff recommends approval to transmit the amendment to the DCA.

District Commissioner Carey clarified that Items #25 & #26 originally came to the Board and was approved as one piece of property. The developer has now split the property and is seeking separate approvals for each piece. She suggested the Board take votes on each item after hearing public comment on both. The Board voiced **no objections** to same.

Attorney Ken Wright, representing the applicant, addressed the Board to state this is an apartment site that is very well located by I-4 and job centers. He said going from two stories to three stories has allowed them to be much more accommodating for open space. He agreed that both Items #25 and #26 should be considered together.

Upon inquiry by County Attorney, Robert McMillan, Attorney Steve Coover, representing Item #26's applicant, addressed the Board to advise he has no objection to the Board hearing both items together.

Attorney Wright briefly discussed the revised First Amended & Restated Seminole County Development Order (copy received & filed), advising the changes made on same were in order to accommodate the agreement they reached with the Lake Forest Master Community Association. Under Item 3c, they have included that, "All buildings abutting Oregon Street will either have no third floor balconies on the west, or if they do, they will have a Bermuda-type shutter, such that the occupants will not be able to see west into the Lake Forest

development from a unit balcony." Item 3k includes, "The west buffer shall be 15′ wide and preserve all existing non-nuisance trees greater than 6′ in height, and contain a 6′ masonry wall." He added that the County staff will determine whether a tree is a nuisance tree. He further advised there is a new provision that outdoor lighting generated by the project shall measure 0′ candles at the west Oregon Street right-of-way line, with the exception for the entrance.

Upon inquiry by Chairman Carey, Planning & Development Assistant Manager, Tina Williamson, addressed the Board to advise staff has reviewed the revised D.O. and have no objections to it.

Attorney Brent Spain, representing the Lake Forest Master Community Association, Inc., addressed the Board to advise he has been meeting with Attorney Wright and Attorney Coover over the past several weeks and have entered into a private settlement agreement; therefore, they have no objections to either this item or Item #26.

No one else spoke in support or in opposition.

Chairman Carey stated the Board will now hear testimony on Item #26, before a motion is made on Item #25.

REQUEST FOR LARGE SCALE LAND USE AMENDMENT &
REZONE TO PUD, REED BERLINSKY/KB HOMES ORLANDO, Continued

Continuation of a public hearing to consider a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 28.25 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, Reed Berlinsky/KB Homes

Orlando, LLC.

Planner, Ian Sikonia, presented the request, advising this property was originally part of Item #25 and is now being split. He stated the applicant is requesting the amendment in order to allow for a multi-family residential development at a maximum density of 20 dwelling units per net buildable acre. The proposed Silverleaf PUD is essentially creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD which allowed for a maximum 400 units. The Silverleaf PUD is proposing a maximum of 558 units and proposing to increase the approved maximum building height of 35 feet or two stories to 50 feet or three stories. The PUD is also proposing to remove conditions from the previous D.O. regarding minimum house size, lot width, setback, and other design-related conditions to allow for more flexibility when designing the Final Master Plan.

Mr. Sikonia advised the P&Z Commission voted to approve the request, which failed; and then voted to deny the request, which also failed. They then sent the application to the BCC without a recommendation. He further advised the staff recommends approval to transmit the amendment to the DCA.

Attorney Steve Coover, representing the applicant, stated they concur with the staff recommendation. He said they have reduced the number of units from 582 to 303. Copy of revised First Amended & Restated Seminole County Development Order was received and filed.

No one else spoke in support or in opposition.

Chairman Carey stated the Board will now consider Item #25.

REQUEST FOR LARGE SCALE LAND USE & REZONE TO PUD, JAMES WILLARD/SHUTTS & BOWEN, Continued

Continuation of a public hearing to consider a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, James G. Willard, Shutts & Bowen, LLP.

District Commissioner Carey recommended transmitting this to the DCA.

Motion by Commissioner Henley, seconded by Commissioner Dallari to authorize transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, James G. Willard, Shutts & Bowen, LLP, based on staff findings and the revised First Amended & Restated Development Order.

Districts 1, 2, 3, 4 and 5 voted AYE.

REQUEST FOR LARGE SCALE LAND USE AMENDMENT & REZONE TO PUD, REED BERLINSKY/KB HOMES ORLANDO, Continued

Continuation of a public hearing to consider a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately

28.25 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, Reed Berlinsky/KB Homes Orlando, LLC.

District Commissioner Carey recommended transmittal of this item.

Motion by Commissioner Henley, seconded by Commissioner McLean to authorize transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 28.25 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, Reed Berlinsky/KB Homes Orlando, LLC, based upon staff findings and the revised First Amended & Restated Development Order.

Districts 1, 2, 3, 4 and 5 voted AYE.

APPEAL AGAINST BOA,
TBCOM PROPERTIES, LLC

Proof of publication, as shown on page _____, calling for a public hearing to consider an Appeal Against the Board of Adjustment's decision to approve a Special Exception for a 130-foot communication tower located on Parcel 202 in the Carillon PUD, TBCOM Properties, LLC, received and filed.

Planner, Kathy Fall, addressed the Board to present the appeal, advising at the BOA hearing, there was discussion concerning possible interference with the County's Public Safety communications. The applicant has agreed to conditions of the approval that would ensure no potential impacts, including an IM study to be conducted by each

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 10, 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: NW 46 LTD
600 E. Colonial Dr.
Orlando, FL 32803

Project Name: Lake Forrest Large Scale Land Use Amendment and Rezone

Requested Development Approval:

Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled “Lake Forrest Large Scale Land Use Amendment and Rezone” and all evidence submitted at the public hearing on June 10, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for adoption is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By:_____
Brenda Carey, Chairman

EXHIBIT A

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

Sikonia, Ian

From: Mathews, Karen
Sent: Wednesday, January 16, 2008 2:06 PM
To: Sikonia, Ian
Cc: Hudson, Candace
Subject: FW: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65

FYI: This letter came in through the Plan Desk folder today.

Karen Mathews
Staff Assistant
Seminole County Planning Division
1101 E. 1st St. Room 2201
Sanford, FL 32771
407 665-7371 (phone)
407 665-7385 (fax)
kmathews@seminolecountyfl.gov

From: Kathryn D. Tillman [mailto:kdtillman@bellsouth.net]
Posted At: Wednesday, January 16, 2008 8:17 AM
Posted To: Plan Desk
Conversation: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65
Subject: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65

RE: Silverleaf File No. Z2007-61
Lake Forrest File No. Z2007-65

We respectively request that the Comprehensive Plan changes and rezoning of the above cases be **denied.**

The reasons for the request are clear and the same ones for all the terrible "growth" in Seminole County:

1. Our schools are already overcrowded - and I don't have to tell you what the country thinks of Florida schools. I was reminded of that in November when a friend made the comment at a party I attended in Rhode Island that he would love to live in Florida - but if he did he would have to send his kids to boarding school out of state.
2. The traffic congestion will worsen at SR46 and Oregon. It's already terrible with the new construction of townhomes and retail stores in front of Lake Forest.
3. Rental apartments will bring down property values in Lake Forest even more than already has been by the the townhomes in front of the property.

It's time Seminole County put a stop to this "growth". We just can not handle any more - particularly high density rental apartments. This is bringing the County down in every respect. What about our water supply problem?

Also, it is my understanding that this property was just rezoned 2 years ago with one condition being rental apartments would be expressly prohibited.

Thank you.

John and Kathryn Tillman

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Silverleaf Park Large Scale Land Use Amendment

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:

1. Adopt an ordinance for a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential); and adopt an ordinance for a rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development), for 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, and approve the Preliminary Master Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Reed Berlinsky, KB Home Orlando, LLC, applicant); or

2. Deny the requested Large Scale Future Land Use Amendment and rezone for 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, from MDR (Medium Density Residential) to HDR (High Density Residential); and from PUD (Planned Unit Development) to PUD (Planned Unit Development) and and authorize the chairman to execute the Denial Development Order (Reed Berlinsky, KB Home Orlando, LLC, applicant); or

3. Continue the item to a time and date certain.

District 5 Brenda Carey Ian Sikonia

BACKGROUND:

The applicant is requesting a Large Scale Future Land Use Amendment and rezone of 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development). The applicant is requesting the Large Scale Future Land Use Amendment to allow for a multi-family residential development at a maximum density of 16.5 dwelling units per net buildable acre.

This property was previously approved on May 10, 2005 known as the NW 46 PUD which consisted of a townhome and condominium project allowing a maximum of 400 units. The specific regulations for these condominium and townhomes units were based on the R-3 and R-4 zoning districts. The NW 46 PUD allowed a maximum building height of 2 stories or 35 feet for the subdivision and forbid townhome or condominium units to be used as rental units.

The proposed Silverleaf PUD is essentially creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD. The NW 46 PUD allowed for a maximum of 400 units while the proposed PUD is allowing for a maximum of 303 units, which is an increase of 158

total units. The Silverleaf PUD is increasing the approved maximum building height of 35 feet or two stories to 50 feet or three stories. They are also maintaining the same permitted uses of condominium, townhomes, and adding multi-family rental units to the Development Order. The Silverleaf PUD is removing conditions from the previous Development Order regarding minimum house size, lot width, setback, and other design related conditions to allow for more flexibility when designing the final master plan. The proposed PUD allows more local housing options for the prospective and existing citizens of Seminole County due to the proximity of Interstate 4 and the numerous employment centers located in nearby Heathrow, Lake Mary, and Sanford.

Planning and Zoning Commission/LPA Recommendation:
The Planning and Zoning Commission met on December 5, 2007 and voted (6-0) to make a recommendation of no recommendation to the Board of County Commissioners for TRANSMITTAL of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street.

Board of County Commissioners Action:

The Board of County Commissioners met on February 12, 2008 and voted 5 - 0 to TRANSMIT the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, based on staff findings.

Florida Department of Community Affairs (DCA) Objections, Recommendations and Comments Report (ORC) dated May 5, 2008:

On May 5, 2008, the Department issued an Objections, Recommendations and Comments (ORC) Report regarding the proposed future land use amendment. The Department raised no objections to the proposed amendment.

STAFF RECOMMENDATION:
Staff recommends the Board adopt an ordinance for a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential); and adopt an ordinance ordinance from PUD (Planned Unit Development) to PUD (Planned Unit Development), for 28.25 ± acres, located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street, and approve the Preliminary Master Plan and Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map

5. Preliminary Master Plan
6. First Amended and Restated Development Order
7. Large Scale Land Use Amendment Ordinance
8. Rezone Ordinance
9. Justification Statement provided by Applicant
10. 12-5-08 LPA P and Z Meeting Minutes
11. 2-12-08 Prior BCC Minutes
12. DCA Objections, Recommendations and Comments Report
13. Denial Development Order
14. School Facilities Analysis Report
15. Letter in Opposition

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Silverleaf Park Large Scale Future Land Use Amendment from Medium Density Residential (MDR) to High Density Residential (HDR) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)		
APPLICANT	Reed Berlinsky	
PROPERTY OWNER	KB Home Orlando, LLC	
REQUEST	LSLUA from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD to PUD	
PROPERTY SIZE	28.25 ± acres	
HEARING DATE (S)	P&Z: December 5, 2007	BCC: February 12, 2008 (Transmittal) June 10, 2008 (Adoption)
PARCEL ID	20-19-30-300-0040-0000, 20-19-30-300-004F-0000	
LOCATION	Located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street.	
FUTURE LAND USE	MDR (Medium Density Residential)	
ZONING	PUD (Planned Unit Development)	
FILE NUMBER	Z2007-61	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is proposing a multi-family development consisting of a maximum 303 units with an amenitized retention pond.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is proposing a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development). The applicant proposes to change the zoning and land use in order to develop a more intense residential development than previously approved in the NW 46 PUD.

COMPATIBILITY WITH SURROUNDING PROPERTIES

The subject property is located in an area which is transitioning into a more intense mixture of commercial and higher density residential developments. Vision 2020, The Seminole County Comprehensive Plan FLU Exhibit - 2 *Appropriate Transitional Land Uses,* identifies High Density Residential as a compatible transitional land use when adjacent to Low Density Residential, Medium Density Residential, and Commercial. To the south are the NW 46 PUD and the Bill Heard Chevrolet PCD which consist of multi-family dwelling units and two (2) car dealerships. To the north of the subject property is the Medium Density Residential Future Land Use designation which is approved for a

maximum 400 unit townhome and condominium subdivision. However, that property is also requesting a Large Scale Land Use Amendment to High Density Residential for multi-family units. To the west of the subject property across Oregon Street is the Lake Forrest PUD which is a residential subdivision approved for a maximum of 1016 units. To the east of the subject property is Interstate 4. This area is in transition from Low Density Residential developments to higher density residential developments due to its close proximity to the employment centers located along International Parkway and accessibility to Interstate 4.

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. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located in an area transitioning to developments of higher intensity because of its proximity to employment centers to the south and accessibility to Interstate 4. The area near Interstate 4 and SR 46 recently consists of multi-family subdivisions and support commercial uses to accommodate the further growth of the employment centers located in nearby Heathrow, Lake Mary, and Sanford.

Staff finds that the character of the area has changed enough to warrant a density increase from Medium Density Residential to High Density Residential.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering.

The subject property is not located within any special or overlay district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property would be an appropriate transition between more intensive FLU designations to the south and less intensive uses to the west and north of the property. The subject property is adjacent to Medium Density Residential to the north which is also proposing a FLU change to High Density Residential allowing for apartment units. This proposed increase in apartment units would provide more local housing options for existing and prospective citizens working in the surrounding areas of Heathrow, Lake Mary, and Sanford.

F. Whether the proposed use furthers the public interest by providing:

1. **Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**

2. **Dedications or contributions in excess of Land Development Code requirements**

3. **Affordable housing**

4. **Economic development**

5. **Reduction in transportation impacts on area-wide roads**

6. **Mass transit**

Staff Evaluation

The applicant's development plan does not consider any of the above stated elements.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies, Exhibits, and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The subject property is in an area that is transitioning from lower density development to higher density residential development. *Exhibit FLU: Appropriate Transitional Land Uses* states that High Density Residential is an appropriate transitional land use when adjacent to Medium Density Residential and Commercial. Current development trends indicate that the long-term development in the area will consist of higher density residential and commercial uses due to the proximity of employment centers along International Parkway and accessibility to Interstate 4.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map panel 12117C0030E, with an effective date of 1995, there appears to be 8.0 acres of floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there are no endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development will have on public facilities:

Public Facility	Existing Zoning (PUD)*	Proposed Development (303 Multi Family Units)	Net Impact
Water (GPD)	140,000	83,325	- 56,675
Sewer (GPD)	120,000	75,750	- 44,250
Traffic (ADT)	1,554	2,768	- 1,214

*** Based on the NW 46 PUD Development Order approved on 5/10/05.**

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 12-inch water main on the east side of N. Oregon St., a 12-inch force main on the east side of N. Oregon St., and an 8-inch reclaimed water main on the west side of N. Oregon St.

Transportation / Traffic:

The property proposes access onto Oregon Street, which is classified as a collector roadway. Oregon 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.

School Impacts:

The Seminole County Public School District has prepared an analysis which is included as an attachment to this report.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is a 5 minute average response time. The nearest response unit to the subject property is Station #34, which is located at 4905 Wayside Dr. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

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 meet the 25-year, 24-hour pre-development rate.

Parks, Recreation and Open Space:

The applicant is required to provide a minimum 25% of open space for the site, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

Buffers and Sidewalks:

A 5-foot sidewalk will be constructed along the property frontage on Oregon Street. There will be a 15-foot landscape buffer along the west and a 10-foot buffer along the north, east, and south property lines.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay District.

COMPREHENSIVE PLAN (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 following policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

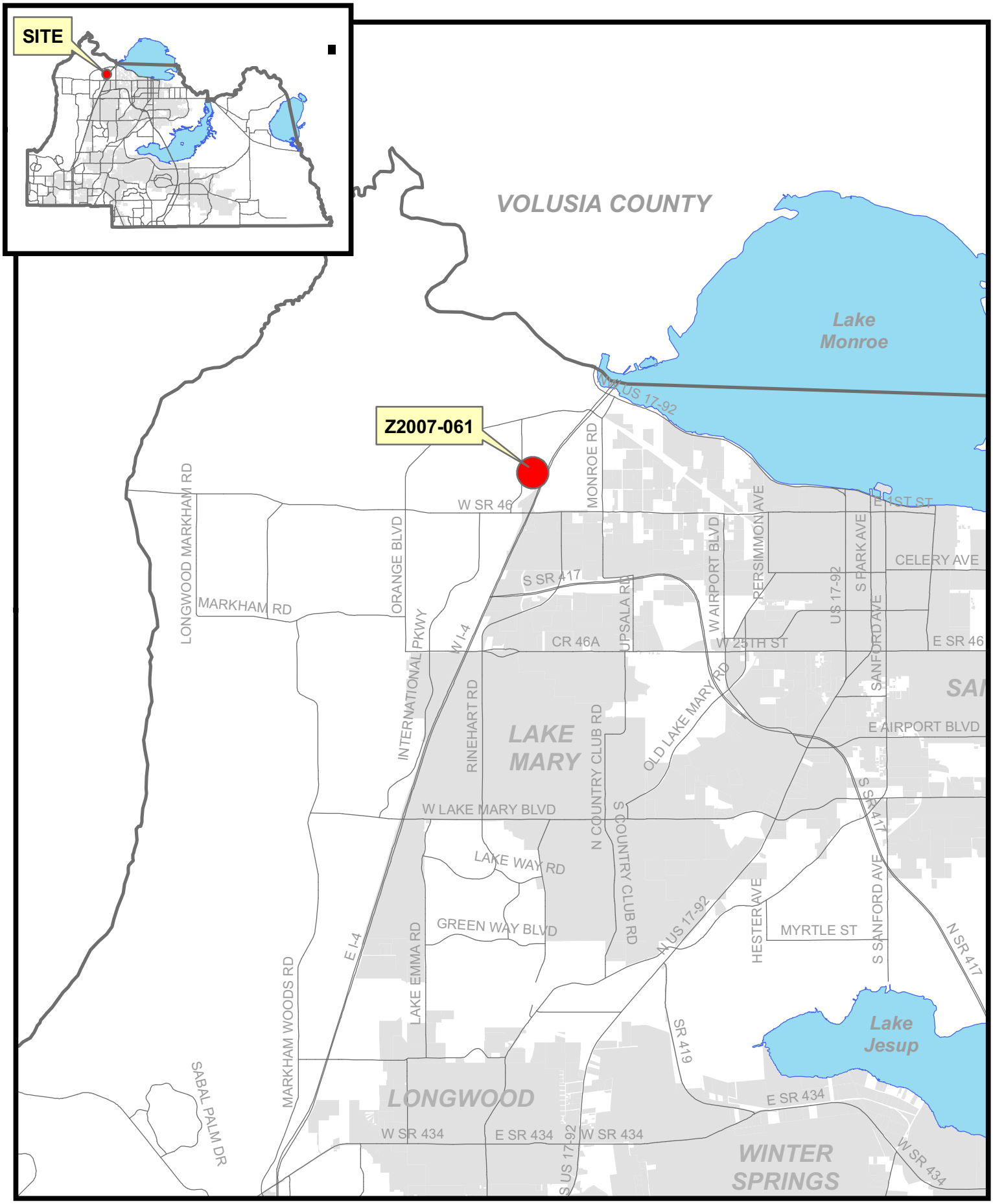
Policy FLU	2.1:	Subdivision Standards
Policy FLU	2.5:	Transitional Land Uses
Policy FLU	2.11:	Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications
Policy FLU	5.5:	Water and Sewer Service Expansion
Policy FLU	12.4:	Relationship of Land 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 notice was sent to the Seminole County School District on November 2, 2007. The School District has provided a School Capacity Report, which is attached.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has received one email in opposition which is attached to this agenda item.



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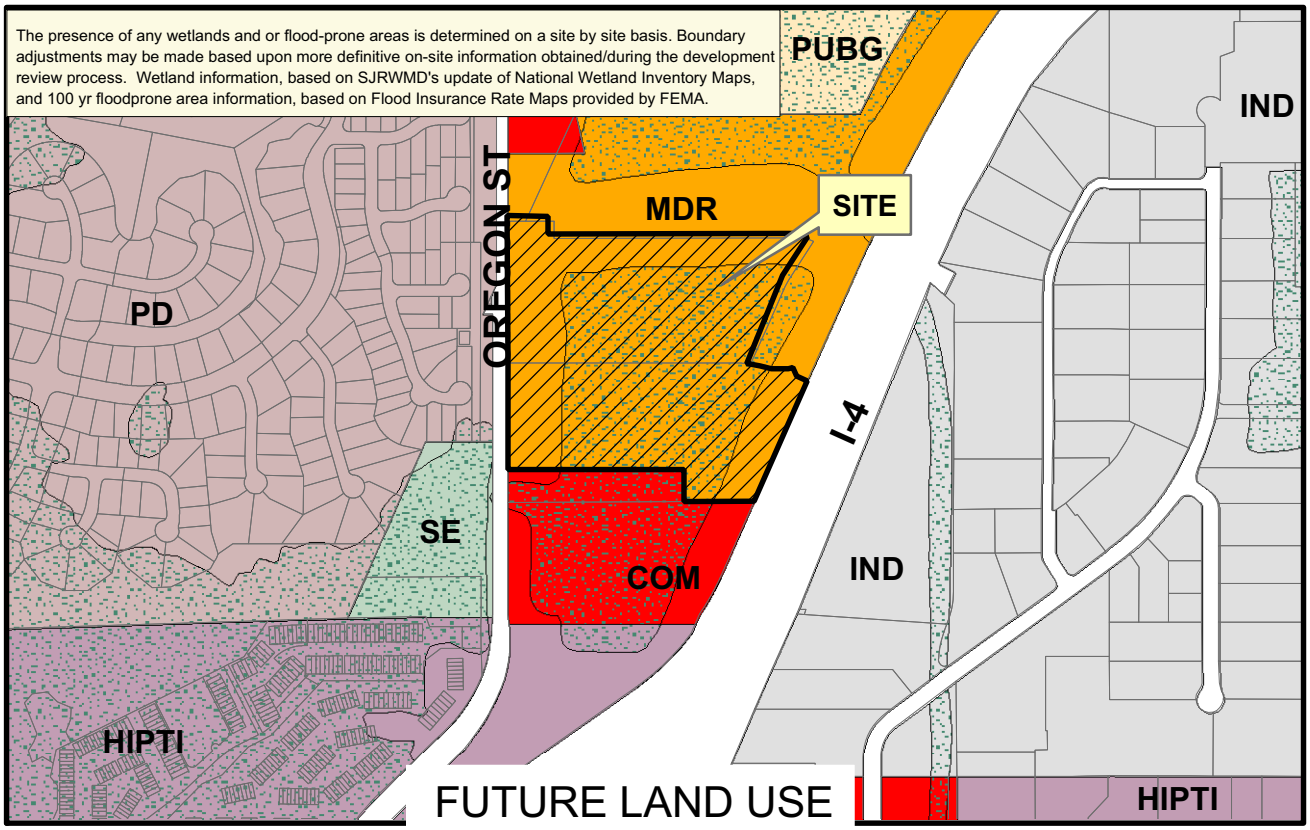


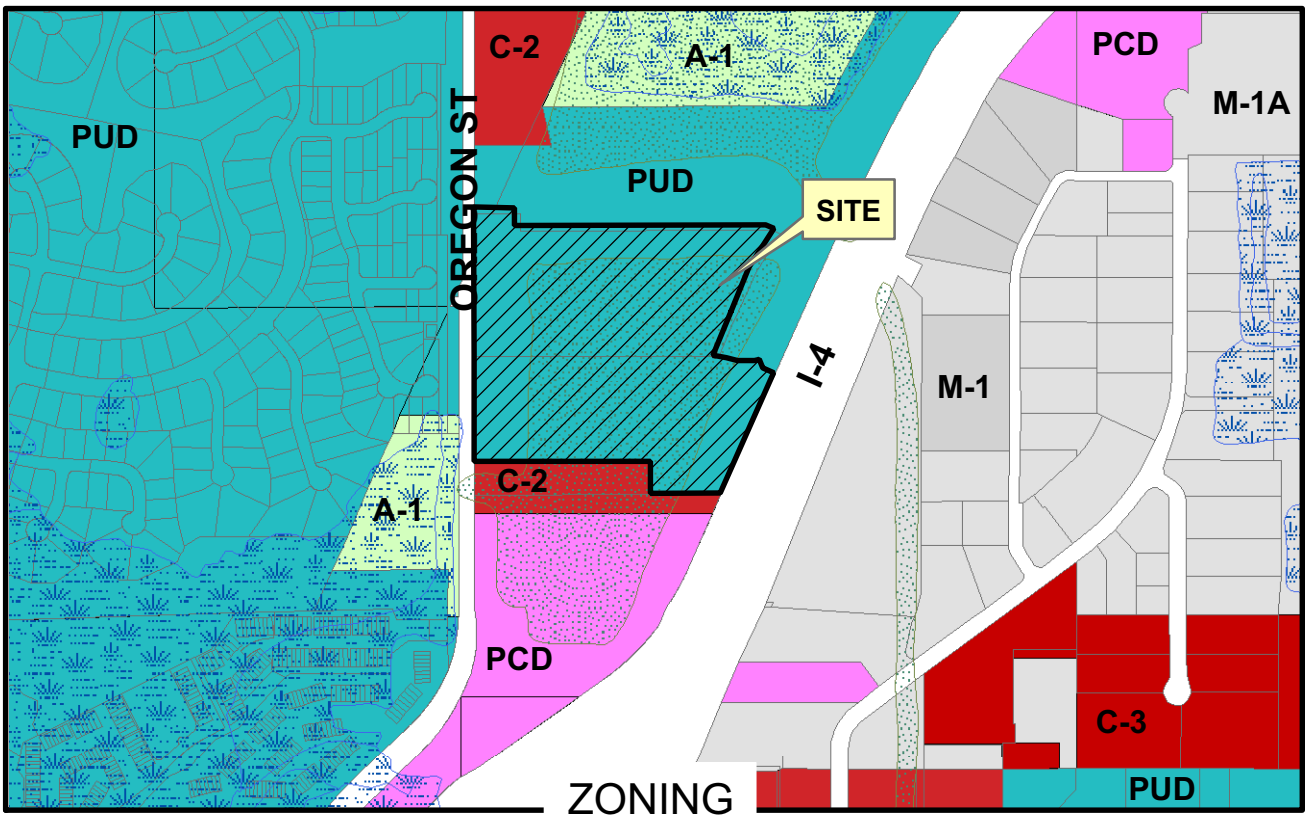
MDR SE COM IND HIPTI Site CONS HDR

Maximum Net Density 16.5 Du/Acre Maximum allowable number of units 303

Applicant: Reed Berlinsky
Physical STR: 20-19-30-300-0040 & 004F-0000
Gross Acres: 29.13 +/- BCC District: 5
Existing Use: vacant
Special Notes:

	Amend/ Rezone#	From	To
FLU	08S.FLU01	MDR	HDR
Zoning	Z2006-061	PUD	PUD

N



A-1 C-2 C-3 M-1A M-1 PCD PUD FP-1 W-1

filename: L:/pl/projects/p&z/GIS/2007 staff report pkgs/amendments/z2007-061.mxd 10/11/07

FLU No: 08S-FLU01
From: MDR To: HDR

Rezone No: Z2007-061
From: PD To: PD

Parcel

Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-061 adaer 10/24/07

LEGAL DESCRIPTION

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST ½ FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 690.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 402.01 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 1009.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'00" FOR A DISTANCE OF 138.97 FEET TO THE POINT OF TANGENCY, THENCE RUN S74°50'00"E FOR A DISTANCE OF 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N86°18'13"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO A RADIAL LINE; THENCE RUN S22°33'35"E ALONG SAID RADIAL LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S65°59'48"E FOR A DISTANCE OF 52.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3520, PAGE 535 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 525.08 FEET; THENCE RUN S89°38'22"W FOR A DISTANCE OF 243.58 FEET; THENCE RUN N00°21'38"W FOR A DISTANCE OF 157.35 FEET; THENCE RUN N90°00'00"W FOR A DISTANCE OF 816.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.098 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORDS.

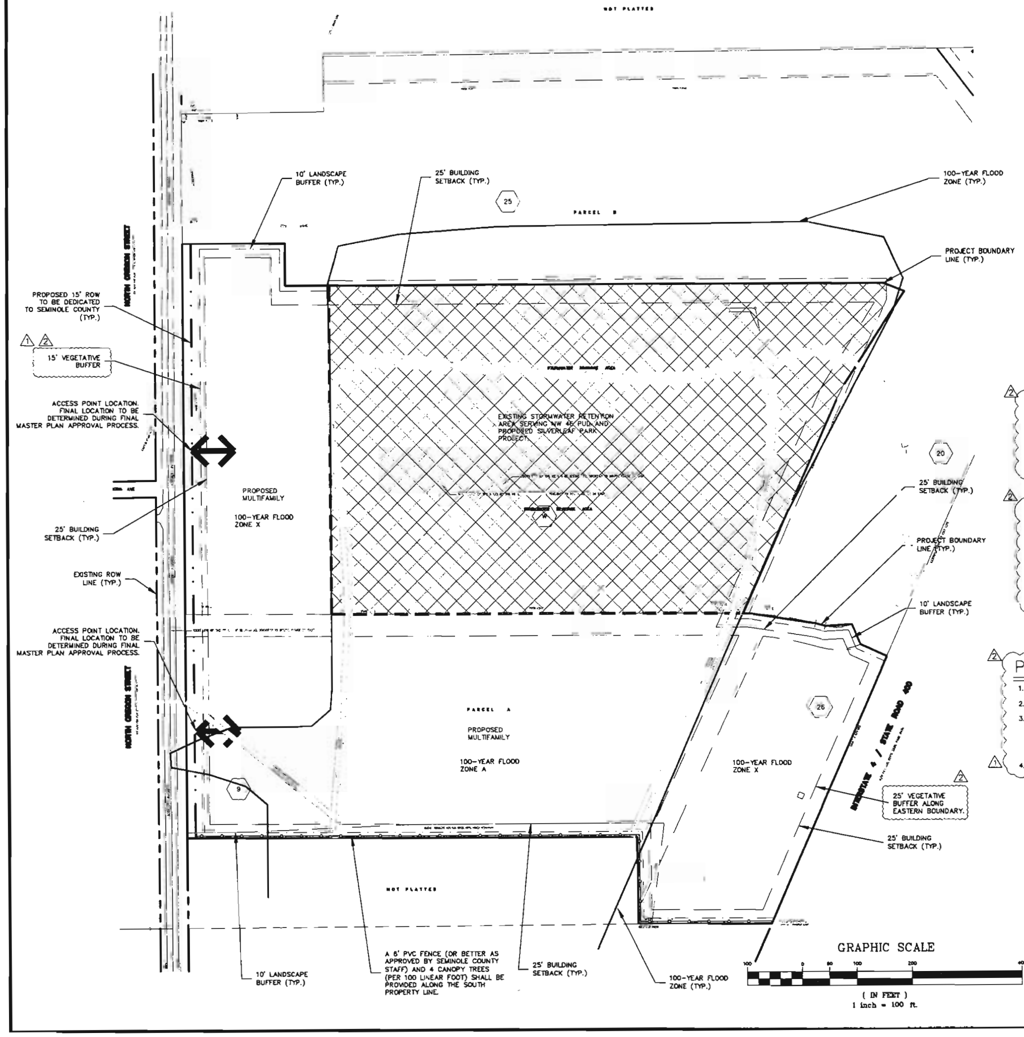
TOGETHER WITH THOSE CERTAIN STORMWATER DRAINAGE EASEMENT RIGHTS INURING TO THE BENEFIT OF THE AFOREDESCRIBED PARCEL PURSUANT TO THAT CERTAIN NW 46 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 AT OFFICIAL RECORDS BOOK 3520, PAGE 588, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS THEREAFTER AMENDED.

AND:

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N00°12'27"W ALONG SAID WEST LINE OF THE EAST ½ OF SECTION 20 FOR A DISTANCE OF 1092.71 FEET; THENCE N89°47'33"E FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET, THE POINT OF BEGINNING; THENCE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 671.36 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 185.95 FEET; THENCE RUN S00°00'00"E FOR A DISTANCE OF 76.10 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 1090.62 FEET; THENCE RUN S87°55'48"E FOR A DISTANCE OF 40.26 FEET; THENCE RUN S32°53'50"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S27°29'16"W FOR A DISTANCE OF 31.73 FEET; THENCE RUN S23°57'19"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S24°28'59"W FOR A DISTANCE OF 20.06 FEET; THENCE RUN S24°00'09"W FOR A DISTANCE OF 204.23 FEET; THENCE N89°59'06"W FOR A DISTANCE OF 1015.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS



SOILS LEGEND

- 9 — BASINGER AND DELRAY FINE SAND
- 20 — MYAKKA AND EAUGALLIE FINE SAND
- 25 — PINEDA FINE SAND
- 26 — UDORTHENTS EXCAVATED
- W — WATER
- SOILS LINE

PROJECT DENSITY

GROSS SITE AREA	28.25 AC
NET BUILDABLE AREA	18.38 AC
MAXIMUM PROPOSED UNITS	303
MAX. NET DENSITY = 303 UNITS/18.38 AC. =	16.5 UNITS/AC
MAX. GROSS DENSITY = 303 UNITS/28.25 AC. =	10.7 UNITS/AC

NET BUILDABLE AREA

GROSS SITE AREA	28.25 AC
EXTERNAL R/W DEDICATIONS	0.37 AC
NONRESIDENTIAL OUTPARCELS	0.00 AC
FLOOD PRONE AREAS (POST-DEVELOPMENT)	±9.50 AC
PUBLIC ROAD R/W	0.00 AC
PRIVATE ROAD R/W	0.00 AC
DRIVE ISLES (EXCL. ALLEYS)	0.00 AC
LAKES	0.00 AC
TRANSMISSION LINE EASEMENTS	0.00 AC
NET BUILDABLE AREA	18.38 AC

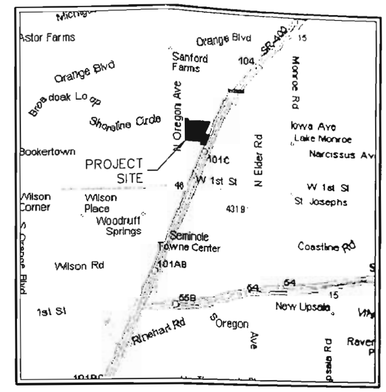
PUBLIC FACILITY IMPACTS:

1. POTABLE WATER – 303 UNITS X 350 GPD/UNIT - 106,050 GPD
2. SANITARY SEWER – 303 UNITS X 300 GPD/UNIT = 90,900 GPD
3. SCHOOL AGE CHILDREN:
   ELEMENTARY: (303 DU X 0.115 CHILD/DU) = 35 CHILDREN
   MIDDLE: (303 DU X 0.053 CHILD/DU) = 18 CHILDREN
   HIGH SCHOOL: (303 DU X .057 CHILD/DU) = 17 CHILDREN
   TOTAL SCHOOL AGE CHILDREN = 68
4. TRAFFIC – REFER TO TRAFFIC ANALYSIS SUBMITTED SEPARATELY

LINE/HATCHING LEGEND

- FEMA FLOOD ZONE
- LAND USE BOUNDARY LINE
- LANDSCAPE BUFFER LINE
- BUILDING SETBACK LINE
- DEDICATED ROW LINE
- OPEN SPACE/RETENTION AREA HATCHING

LOCATION MAP (N.T.S.)



SITE DATA:

1. TOTAL PROJECT ACREAGE = 28.25 AC.
2. PARCEL ID #: 20-19-30-300-004F-0000 AND, 20-19-30-300-0040-0000
3. EXISTING ZONING: PUD
4. PROPOSED ZONING = PUD
5. EXISTING FLU = MDR
6. PROPOSED FLU = HDR
7. PROPOSED MAXIMUM BUILDING HEIGHT = 50'/3-STORIES MAXIMUM
8. PROPOSED USES SHALL BE THOSE APPROVED WITH NW 46 PUD DEVELOPMENT ORDER #4-23000004 AND MULTIFAMILY USES.
9. MAXIMUM NUMBER OF MULTIFAMILY UNITS PROPOSED = 303
10. BUILDING SETBACKS:
    DEVELOPMENT PERIMETER – 25'
    BUILDING SEPARATION 20'
11. PER THE FIRM MAP PANEL NO. 12117C0030 E, DATED APRIL 17, 1995, THE SITE IS DESIGNATED ZONE X & ZONE A. ZONE X IS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. NO BASE FLOOD ELEVATIONS DETERMINED FOR ZONE A HOWEVER THE POST DEVELOPMENT 100-YEAR FLOOD AREA WILL BE CONTAINED WITHIN THE EXISTING RETENTION POND. A LOMR WILL BE REQUIRED DURING FINAL ENGINEERING
12. UTILITY EASEMENTS DEDICATED TO SEMINOLE COUNTY SHALL BE PROVIDED OVER ALL WATER AND SEWER MAINS LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY
13. ALL UTILITY LINES AND STORMWATER SYSTEM TO MEET SEMINOLE COUNTY SPECIFICATIONS.
14. ALL CONSTRUCTION MATERIALS AND OTHER PROPOSED IMPROVEMENTS WILL MEET THE APPLICABLE CODES OF SEMINOLE COUNTY. SEMINOLE COUNTY DETAILS WILL BE UTILIZED ON THE FINAL ENGINEERING PLANS
15. OREGON AVENUE IMPROVEMENTS INCLUDING LEFT AND RIGHT TURN LANES AND A 5 FT SIDEWALK ALONG THE PROPERTY FRONTAGE WILL BE DONE IN ACCORDANCE WITH SEMINOLE COUNTY DESIGN STANDARDS AT FINAL ENGINEERING.
16. FIRE PROTECTION WILL BE PROVIDED IN ACCORDANCE WITH ALL APPLICABLE SEMINOLE COUNTY CODES AND REGULATIONS.
17. THE PROJECT SITE DOES NOT CONTAIN WETLANDS. THERE ARE EXISTING UPLAND CUT DITCHES ON-SITE WHICH HAVE BEEN PREVIOUSLY PERMITTED FOR REMOVAL BY THE SJRWMD. DETAILS WILL BE PROVIDED AT FINAL ENGINEERING.
18. PROJECT SIGNAGE WILL COMPLY WITH THE SEMINOLE COUNTY LAND DEVELOPMENT CODE
19. A PEDESTRIAN AND VEHICLE LINKAGE SYSTEM WILL BE PROVIDED PER THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.
20. LANDSCAPE BUFFERS;
    THE WEST BUFFER SHALL BE 15' WIDE AND SHALL PRESERVE ALL EXISTING NON-NUISANCE TREES GREATER THAN 6 FEET IN HEIGHT. WITH A 6' MASONRY WALL. THE DETERMINATION OF WHETHER A TREE IS A NUISANCE TREE SHALL BE DETERMINED BY SEMINOLE COUNTY STAFF. THE MINIMUM REQUIRED NUMBER OF PLANTINGS WITHIN THE WEST BUFFER SHALL BE 32 CANOPY TREES, 64 UNDERSTORY TREES, AND 540 SHRUBS. UPON FINAL MASTER PLAN APPROVAL THE APPLICANT MAY SUPPLY ALTERNATIVE NUMBER OF PLANTINGS FOR THE WEST BUFFER IF APPROVED BY THE PLANNING MANAGER.
    THE EAST BUFFER SHALL BE AN UNDISTURBED 25' LANDSCAPE BUFFER
    THE NORTH AND SOUTH BUFFER SHALL BE 10' WIDE AND CONTAIN THE REQUIRED AMOUNT OF PLANTINGS PER THE LAND DEVELOPMENT CODE.
21. STORMWATER SYSTEM WAS PREVIOUSLY MASTER PLANNED FOR THE NW 46 PUD BY THE SJRWMD AND SEMINOLE COUNTY.
22. A MINIMUM OF 25% OPEN SPACE (16.38 AC X 0.25 = 4.6 AC.) WILL BE PROVIDED THIS WILL BE ACCOMPLISHED BY AMENITIZING THE EXISTING RETENTION POND.
23. LEGAL INSTRUMENTS WILL BE CREATED PROVIDING FOR THE MANAGEMENT OF COMMON AREAS AND FACILITIES.
24. ALL BUILDINGS ABUTTING OREGON ST. WILL EITHER HAVE NO THIRD FLOOR BALCONIES ON THE WEST, OR IF THEY DO, THEY WILL HAVE A BERMUDA-TYPE SHUTTER, SUCH THAT THE OCCUPANTS WILL NOT BE ABLE TO SEE WEST INTO THE LAKE FOREST DEVELOPMENT FROM A UNIT BALCONY.
25. OUTDOOR LIGHTING SHALL BE LIMITED TO 16 FEET IN HEIGHT AND MEET ALL APPLICABLE STANDARDS OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE. OUTDOOR LIGHTING SHALL BE 0 FT CANDLE AT THE WEST OREGON ST. RIGHT-OF-WAY LINE FROM THIS DEVELOPMENT, WITH EXCEPTIONS FOR ENTRANCE AND/OR STREET LIGHTING REQUIRED BY THE SEMINOLE COUNTY LAND DEVELOPMENT CODE.

NORTH

MADDEN
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 260
Maitland, Florida 32751
(407) 629-8330

PRELIMINARY MASTER PLAN
FOR
SILVERLEAF PARK
SEMINOLE COUNTY FLORIDA

CLIENT
KB HOME ORLANDO, LLC

ENGINEER IN CHARGE

PMP-1

FILE # ~~Z2004-053~~Z2007-61 **DEVELOPMENT ORDER #~~4-23000004~~ 07 10000002**

FIRST AMENDED AND RESTATED SEMINOLE COUNTY DEVELOPMENT ORDER

On ~~May 10, 2005~~,May 27, 2008, Seminole County issued this Development

Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: ~~ORIX TRIAD LAKE FOREST LLC NW 46 LTD.~~
KB Home Orlando, LLC
Project Name: ~~NW 46~~ Silverleaf Park PUD

Requested Development Approval: Large Scale Land Use Amendment from Medium Density Residential (MDR) to High Density Residential (HDR) and rezoning from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by: Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

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 development shall not exceed ~~400~~ 303 units or ~~10~~ 16.5 units per net buildable acre, whichever is less, as determined at Final Master Plan approval.
b. Permitted uses shall be apartments, townhouses, condominiums, home occupations and home offices. ~~Rental units shall not be permitted.~~
c. A minimum of 25 percent of the project area must be designated as usable common open space per the requirements of the Land Development Code. ~~Wet retention areas to be counted as open space shall be amenitized in accordance with the design criteria of Section 30.1344 of the Land Development Code. The applicant shall demonstrate on the Final PUD Master Plan that the open space requirements have been met.~~ A minimum of 6.97 acres of open space will be provided on site. This will be accomplished by amenitizing the existing retention pond along with other allowable open space within the property.
d. Maximum building height shall be ~~2~~ 3 stories and not to exceed ~~35~~ 50 feet.
e. Sidewalks shall be provided adjacent to all units, visitor parking, and linking to future public sidewalks along North Oregon St.
f. ~~Townhouse~~ Building setbacks shall be as follows:

~~Development perimeter~~	~~25'~~
~~Front (w/ front entry garage)~~	~~20'~~
~~Front (w/ rear entry garage)~~	~~15'~~
~~Side (interior units)~~	~~0'~~
~~Side (end units)~~	~~10'~~
~~Side street~~	~~10'~~
~~Rear~~	~~20'~~
~~Building separation~~	~~20'~~

Development Perimeter	25'
Building Separation	20'

g. ~~Minimum living area shall be 1,300 square feet per unit~~.
h. ~~Setbacks and buffering for multi-unit condominium structures shall conform to R-3 standards~~.

i. ~~Accessory buildings shall not be permitted on individual townhouse lots~~.

j. ~~Where garages are entered from the front, there shall be a minimum distance of 20 feet from the front building line to the sidewalk~~.

k. All landscape buffers and common areas shall be maintained by a homeowners association.

l. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to public sidewalks outside the development.

m. ~~Minimum townhouse lot width shall be 15'~~.

n. ~~Front walls of townhouse units shall be staggered~~.

o. Mechanical units shall be ~~located and/or~~ screened to prevent visibility from North Oregon St. or adjoining single family development.

p. Garages shall not be converted to living space.

q. ~~Each unit shall have a minimum of a 1-car garage and driveway providing an additional parking space~~.

r. ~~Visitor parking shall be provided at the rate of 1 space per 3 units. The method for providing this parking shall be evaluated at Final Master Plan~~.

s. Parking of boats, trailers and recreational vehicles shall be prohibited within the development except in the designated screened area which shall be determined at time of final master plan.

t. A 6-foot PVC fence (or better quality as approved by County staff) and 4 canopy trees (per 100 linear feet) shall be provided along the south property line.

u. Outdoor lighting shall be limited to 16 feet in height and meet all applicable standards of the Seminole County Land Development Code.

v. Left- and right-turn lanes shall be provided at each of the project entrances.

w. The applicant shall dedicate adequate property to provide a 40-foot half right-of-way section along N. Oregon St. Additional right-of-way shall be provided as needed for off-site improvements.

x. The applicant shall be responsible for any signal modifications on SR 46 that may be warranted as a result of this development.

y. The site shall utilize reclaimed water.

z. At the time of Final Master Plan approval, the site layout shall be evaluated to minimize unit proximity to I-4.

aa. ~~All home buyers shall have deeds noting the development's proximity to Interstate 4.~~

bb. The west buffer shall be 15' wide with a 6' masonry wall. The minimum required number of plantings within the west buffer shall be 32 canopy trees, 64 understory trees, and 540 shrubs. Upon Final master Plan approval the applicant may supply an alternative number of plantings for the west buffer if approved by the Planning Manager.

cc. The east and north buffer shall be 10' wide and contain the required amount plantings per the Land Development Code.

dd. Interconnectivity with the adjacent property to the north shall be allowable if a cross access agreement is agreed to by the north property owner.

ee. If the spacing of the access points meets the Land Development Code requirements the applicant will extend the turn lanes south on N. Oregon Street.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Brenda Carey, Chairman
Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, KB Home Orlando LLC, Reed Berlinsky, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

_____ _____
Witness Reed Berlinsky, Authorized Agent

_____
Witness

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Reed Berlinsky, Agent, 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 NW 46 PROPERTY:~~

~~That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:~~

~~Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N 89°38'35" E along the South line of said East 1/2 for a distance of 25.00 feet to the East Right-of-Way line of Oregon Avenue; thence run N 00°12'27" W along said East Right-of-Way line for a distance of 690.63 feet to the POINT OF BEGINNING; thence continue N 00°12'27" W along said East Right-of-Way line for a distance of 1308.78 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520 , Page 535, of the Public Records of Seminole County, Florida; thence run N 89°20'41" E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N 00°39'19" W along said Easterly line for a distance of 100.00 feet to the South line of Borrow Pit No. 2 (retention pond); thence run N 89°20'41" E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N 32°35'43" E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N 89°16'23" E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of-way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S 32°47'00" W; thence run Southwesterly along said Westerly Right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N 37°21'01" W along said Northeasterly line and said Westerly Right-of-Way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S 24°30'21" W; thence run Southwesterly along said Westerly Right-of-Way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet; thence run S 24°00'12" W along said Westerly Right-of-Way line for a distance of 1355.40 feet; thence run S 89°38'22" W for a distance of 243.58 feet; thence run N 00°21'38" W for a distance of 157.35 feet; thence run N 90°00'00" W for a distance of 816.93 feet to the POINT OF BEGINNING.~~

~~Containing 55.050 acres more or less and being subject to any rights-of-way, restrictions and easements of record.~~

Legal Description

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST ½ FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 690.63 FEET TO THE POINT OF

BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 402.01 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 1009.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'00" FOR A DISTANCE OF 138.97 FEET TO THE POINT OF TANGENCY, THENCE RUN S74°50'00"E FOR A DISTANCE OF 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N86°18'13"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO A RADIAL LINE; THENCE RUN S22°33'35"E ALONG SAID RADIAL LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S65°59'48"E FOR A DISTANCE OF 52.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3520, PAGE 535 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 525.08 FEET; THENCE RUN S89°38'22"W FOR A DISTANCE OF 243.58 FEET; THENCE RUN N00°21'38"W FOR A DISTANCE OF 157.35 FEET; THENCE RUN N90°00'00"W FOR A DISTANCE OF 816.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.098 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORDS.

TOGETHER WITH THOSE CERTAIN STORMWATER DRAINAGE EASEMENT RIGHTS INURING TO THE BENEFIT OF THE AFOREDESCRIBED PARCEL PURSUANT TO THAT CERTAIN NW 46 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 AT OFFICIAL RECORDS BOOK 3520, PAGE 588, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS THEREAFTER AMENDED.

AND

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N00°12'27"W ALONG SAID WEST LINE OF THE EAST ½ OF SECTION 20 FOR A DISTANCE OF 1092.71 FEET; THENCE N89°47'33"E FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET, THE POINT OF BEGINNING; THENCE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 671.36 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 185.95 FEET; THENCE RUN S00°00'00"E FOR A DISTANCE OF 76.10 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 1090.62 FEET; THENCE RUN S67°55'48"E FOR A DISTANCE OF 40.26 FEET; THENCE RUN S32°53'50"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S27°29'16"W FOR A DISTANCE OF 31.73 FEET; THENCE RUN S23°57'19"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S24°28'59"W FOR A DISTANCE OF 20.06 FEET; THENCE RUN S24°00'09"W FOR A DISTANCE OF 204.23 FEET; THENCE N89°59'06"W FOR A DISTANCE OF 1015.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS

ORDINANCE NO. **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING THE VISION 2020 SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTIES BY VIRTUE OF LARGE SCALE DEVELOPMENT AMENDMENTS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County (hereinafter referred to as the "Board") enacted Ordinance Number 91-13, adopting the 1991 Seminole County Comprehensive Plan, which was subsequently amended in accordance with State law; and

WHEREAS, the Board enacted Ordinance Number 2001-21, which renamed the 1991 Seminole County Comprehensive Plan to the "Vision 2020 Seminole County Comprehensive Plan" (hereinafter referred to as the "Plan"); and

WHEREAS, the Board 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 Large Scale Plan Amendments; and

WHEREAS, the Board has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Land Planning Agency held a public hearing with all required public notice for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendments set forth herein; and

WHEREAS, the Board held public hearings with all required public notice for the purposes of hearing and considering the recommendations and comments of the general public, the Land Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendments set forth herein; and

WHEREAS, the Board hereby finds that the Plan, as amended by this ordinance, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, and the State Comprehensive Plan, and the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council; and

WHEREAS, the Plan amendments set forth herein has been reviewed by all required State agencies and the Objectives, Recommendations and Comments Report prepared by the Department of Community Affairs has been considered by the Board; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Legislative Findings. The above recitals are true and correct in form and include legislative findings which are a material part of this Ordinance.

Section 2. Amendment To Future Land Use Map Designation. The Future Land Use Map of the Future Land Use Element of the Plan is hereby amended by changing the future land use designation assigned to the properties depicted therein and legally described in Exhibits A and B (attached hereto and incorporated herein by this reference) as noted in the following table:

Ord. Exh.	**Name**	**Amendment Number**	**Land Use Change From – To**	**LPA Hearing Date**	**BCC Hearing Dates**
A	Lake Forrest Large Scale Land Use Amendment and Rezone	08S-FLU02	Medium Density Residential (MDR) to High Density Residential (HDR) with a maximum of 417 dwelling units containing a maximum density of 16.5 dwelling units per net buildable acre	12/05/07	02/12/08 6/10/08
B	Silverleaf Park Large Scale Land Use Amendment and Rezone	08S-FLU01	Medium Density Residential (MDR) to High Density Residential (HDR)with a maximum of 303 dwelling units containing a maximum density of 16.5 dwelling units per net buildable acre	12/05/07	02/12/08 6/10/08

Section 3. Severability.

(a) The enactment of this Ordinance includes two (2) amendments to the Future Land Use Map.

(b) 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 4. Exclusion From County Code/Codification.

(a) It is the intent of this Board 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 or as a volume of the Land Development Code of Seminole County in accordance with prior directions given to the 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 by the Clerk of the Board of County Commissioners in accordance with State law.

(b) This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the

Board of County Commissioners; provided, however, that the effective date of the Plan amendments set forth herein shall be twenty-two (22) days after the Florida Department of Community Affairs' publication of a notice of intent to find the Plan amendments in compliance, if no affected party challenges the Plan amendments, or, if an affected party challenges the Plan amendments, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendments is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders or development permits, if dependent upon 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 adopting a resolution affirming its effective status, a copy of said resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 10th day of June 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey, Chairman

Exhibit A

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

Exhibit B

Silverleaf Park

Legal Description

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST ½ FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 690.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 402.01 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 1009.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'00" FOR A DISTANCE OF 138.97 FEET TO THE POINT OF TANGENCY, THENCE RUN S74°50'00"E FOR A DISTANCE OF 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N86°18'13"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO A RADIAL LINE; THENCE RUN S22°33'35"E ALONG SAID RADIAL LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S65°59'48"E FOR A DISTANCE OF 52.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3520, PAGE 535 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 525.08 FEET; THENCE RUN S89°38'22"W FOR A DISTANCE OF 243.58 FEET; THENCE RUN N00°21'38"W FOR A DISTANCE OF 157.35 FEET; THENCE RUN N90°00'00"W FOR A DISTANCE OF 816.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.098 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORDS.

TOGETHER WITH THOSE CERTAIN STORMWATER DRAINAGE EASEMENT RIGHTS INURING TO THE BENEFIT OF THE AFOREDESCRIBED PARCEL PURSUANT TO THAT CERTAIN NW 46 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 AT OFFICIAL RECORDS BOOK 3520, PAGE 588, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS THEREAFTER AMENDED.

AND

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N00°12'27"W ALONG SAID WEST LINE OF THE EAST ½ OF SECTION 20 FOR A DISTANCE OF 1092.71 FEET; THENCE N89°47'33"E FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET, THE POINT OF BEGINNING; THENCE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 671.36 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 185.95 FEET; THENCE RUN S00°00'00"E FOR A DISTANCE OF 76.10 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 1090.62 FEET; THENCE RUN S67°55'48"E FOR A DISTANCE OF 40.26 FEET; THENCE RUN S32°53'50"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S27°29'16"W FOR A DISTANCE OF 31.73 FEET; THENCE RUN S23°57'19"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S24°28'59"W FOR A DISTANCE OF 20.06 FEET; THENCE RUN S24°00'09"W FOR A DISTANCE OF 204.23 FEET; THENCE N89°59'06"W FOR A DISTANCE OF 1015.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS

ORDINANCE NO. **SEMINOLE COUNTY, FLORIDA**
Z2007-61

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 PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION 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 "Silverleaf Park Large Scale Land Use Amendment and 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 PUD (Planned Unit Development) 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 the date of filing with the Department.

ENACTED this 10th day of June 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey
Chairman

EXHIBIT "A"

Legal Description

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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CONTAINING 16.15 ACRES, MORE OR LESS

LARGE-SCALE FUTURE LAND USE AMENDMENT & REZONING AMENDMENT JUSTIFICATION STATEMENT

SEMINOLE COUNTY APPLICATION

SILVERLEAF PARK PROPERTY

Parcel ID Nos: 20-19-30-300-0040-0000 & 20-19-30-300-004F-0000

INTRODUCTION

This application is for a large-scale future land use map amendment (LSFLUA) and associated rezoning amendment to respectively change the Future Land Use (FLU) and zoning designations of the ±28.25 acre subject property from MDR (Medium Density Residential) to HDR (High Density Residential) and from PUD (Planned Unit Development District) to PUD (Planned Unit Development).

PROPERTY AND SURROUNDING LAND USE DESCRIPTION

The property is located on the east side of N. Oregon Avenue between SR46 and Orange Boulevard as shown in Exhibit 1, Neighborhood Aerial and Exhibit 2, Site Aerial. As previously stated, the site has a current FLU designation of MDR, which allows up to ten (10) units per acre and is compatibly zoned PUD, which allows multifamily uses at a maximum density of ten (10) units per acre. Site Datum (on next page) depict the site's existing FLU and zoning by comparison to the surrounding area, as shown below in Table 1, Surrounding FLU & Zoning.

Table 1
Surrounding FLU & Zoning

Direction	Future Land Use	Zoning	Existing Land Use
North	PUD/PUBC	A-1	Vacant & Conservation Area
South	COM	PCD/C-2	Commercial
East	---	----	Interstate 4
West	PD/SE	PUD	Single-Family

The current MDR and PUD designations are incompatible with the intended development program of the Silverleaf Park Property, which proposes multi-family apartment rental uses and those approved in Development Order #4-23000004. To achieve this program, the site's future land use and zoning must be amended to allow the establishment for a more intense development that will effectively assimilate into the surrounding community of established single-family and commercial uses.

The following text details the intent and purpose of the requested HDR FLU and PUD zoning, as respectively described in the Seminole County Vision 2020 Comprehensive Plan and Land Development Code. Based on these policy and code definitions, it is our

contention that the proposed development program would be consistent with the Vision 2020 Comprehensive Plan and ultimately comply with the Land Development Code.

SITE DATUM

GENERAL INFORMATION

Location:	East side of North Oregon Avenue between SR 46 and Orange Boulevard
Parcel ID Nos:	20-19-30-300-0040-0000 & 20-19-30-300-004F-0000
Future Land Use:	MDR
Current Zoning:	PUD
Proposed Future Land Use:	HDR
Proposed Zoning:	PUD
Existing Use:	Vacant
Proposed Housing Type:	Multi-Family rental apartments
Proposed Net Density:	20 dwelling units / acre
Proposed # of Units:	558
Proposed Height:	Not to exceed 50 feet

ACREAGE

Gross Acreage:	±28.25 Acres
Conceptual Wetlands:	±0 Acres
Existing Uplands:	±28.25 Acres

OPEN SPACE, LANDSCAPED BUFFERS, & GREENWAYS

Percentage of Open Space:	25% or ±6.97 acres, including amenitized storm water management areas
Environmental Areas:	±0 Acres
PUD Setback Width:	25-ft
Buffers/Greenways:	North, South & Easts – 10-ft landscape buffer.
West	– 15-ft landscape buffer. In addition, South – 6-ft PVC fence or better as approved by Seminole County staff plus four canopy trees per 100 linear feet. West – 6-ft masonry wall with plantings per Seminole County Land Development Code.
Soils:	See Preliminary Master Plan “Soils Legend”

PERMITTED USES

Permitted uses are those approved in Development Order #4-23000004 and multi-family apartment rental units.

TRANSPORTATION, ACCESS & PARKING

Refer to Traffic Study by HDR Engineering.
Parking to be shown on the Final Master Plan per Seminole County Land Development Code.

SIGNAGE

Project signage shall conform to the standards listed in Part 65 (Sign Regulations) of the Seminole County Land Development Code.

UTILITIES & SERVICES

Utility Installation:	All utilities shall be installed underground. The developer shall provide landscaping to screen permitted aboveground utility facilities, if necessary.
Water Provision:	Seminole County Utilities
Water Rate:	350 GPD/unit x 558 units = 195,300 GPD
Sanitary Sewer Provision:	Seminole County Utilities
Wastewater Rate:	300 GPD/unit x 558 units = 167,400
Electric:	FP&L
Solid Waste Collection:	TBD

HIGH DENSITY RESIDENTIAL INTENT AND PURPOSE

This land use provides for a range of residential development at intensities greater then ten (10) dwelling units per net buildable acre. High density residential development should be located adjacent to major collectors and arterial roadways to minimize traffic on local and minor collector roadways and to provide convenient access to transit facilities. This land use can act as an effective transitional use between nonresidential and Medium Density Residential uses.

Uses:

A. Condominium, townhouses, apartment hotels, boarding and lodging houses, and motels;
B. Public elementary schools, public middle schools and public high schools; and
C. Special exception uses such as churches, utilities, group homes, hospitals, convalescent and nursing homes, and accessory office uses.

Services and Facilities:
This land use requires a full range of urban services and facilities (see *Exhibit FLU: Services and Facilities By Classification*).

Special Provisions:

A. High density developments require maximum lot coverage, minimum open space, recreation, pedestrian walkways and transit facility requirements to enhance the living environment of residents and to provide convenient access to

area schools, shopping and recreational facilities. On-site transit facilities (e.g. bus shelters and bays) may be required on a site specific basis.

A. Clustering of residential units to preserve conservation areas above and beyond current Land Development Code requirements and/or to provide sites for schools, recreation and other public facilities is permitted under the PUD zoning classification.

B. Increased building heights up to 60 feet may be allowed where compatible with adjacent uses to minimize urban sprawl.

Special Services:
Higher intensity development may require special services such as aerial fire equipment, transit facilities and effluent re-use to meet public safety needs and offset facility capacity impacts.

APPLICABLE COMPREHENSIVE PLAN FLU POLICIES

Vision 20/20 – Future Land Use Element – Issue FLU 1 (page FLU 3)

CONCURRENCY MANAGEMENT
Rule 9J-5.006(3)(c)3, Florida Administrative Code (FAC), requires that facilities and services at established level of service standards are available concurrent with the impacts of development, or that development orders and development permits are conditioned on the availability of facilities and services.

The Seminole County Comprehensive Plan (the "Plan") future land use designations were developed after a review of long range facility and service plans. The County's Concurrency Management System (CMS) is intended to serve the long term interests of the citizens of Seminole County by implementing a managed growth perspective that monitors the capacity of important concurrency public facilities and services and maintains the high quality of life that the citizens of Seminole County now enjoy. The CMS includes specific procedures and criteria to ensure that level of service standards adopted in the Plan will be achieved or exceeded. The CMS evaluates final development orders to ensure that the adopted levels of service standards for transportation, potable water, sanitary sewer, solid waste, mass transit, stormwater drainage, and recreation are met. Currently, impact fees are collected for roads, fire and rescue systems, libraries, and schools.

Concurrency was applied for in October, 2005 under Lake Forest Townhomes. This document addresses increases related to concurrency caused by the higher density requested by the Developer.

Vision 20/20 – Future Land Use Element – Issue FLU 3 (page FLU – 3)

Future Land Use Map Based On Growth Needs/Build-out The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

In Seminole County both private and publicly owned properties are designated as one of the several future land use designations on the adopted Exhibit FLU: Future Land Use Map. The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

Based on the currently adopted Exhibit FLU: Future Land Use Map, it is projected that between 2015 and 2020 the County will experience a shortage of vacant developable land for single family and multi-family development. Among the options available to address this shortage includes amending the Plan to allow increased densities within existing residential designation and creating infill parcels where a mix of residential and nonresidential uses would be allowed. Subsequent to adoption of the 2001 Plan Update, this issue should be fully assessed and recommended options prepared as part of the next Evaluation and Appraisal Report of the Plan scheduled for 2005.

The proposed development program seeks to increase the density from 10 units per acre to 20 units per acre and from 279 units to 558 units on a 28.25 acre site, accommodating projected growth while saving available land for future development.

<u>Vision 20/20 – Future Land Use Element – Issue FLU 4 – Urban Sprawl (page FLU-4)</u>

Rule 9J-5.006, FAC, requires that plans of local government's contain specific provisions to discourage urban sprawl. Urban sprawl can be defined as scattered, poorly planned development occurring at the urban fringe and rural areas, which frequently invades land important for natural resource protection. Types of urban sprawl land uses include leapfrog development, strip development along a roadway and large expanses of low density, single dimensional development.

Between Plan adoption in 1991 and completion of the County's Evaluation and Appraisal Report (EAR) in 1999, urban sprawl, as historically defined by the Florida Department of Community Affairs (Department) and repeated in the Plan, has not occurred in unincorporated Seminole County.

This absence of sprawl is due to extensive revisions to the County's Exhibit FLU: Future Land Use Map in 1987 to re-designate vacant, infill and urban fringe areas for urban development intensities. This major update, along with the long standing Conservation Land Use policies and regulations help to meet Department's sprawl tests. In 1991, the Plan was amended to establish the East Rural Area and adoption of an urban/rural boundary. Additional steps such as creation of the Higher Intensity Planned Development future land use series, (i.e., Target Industry, Core and Transitional and Airport areas), purchase of natural lands, limiting commercial development to major roadway intersections, and providing for mixed use developments, joined with land development regulations, have effectively served as tools to address urban sprawl. The County's EAR fully addressed the sprawl indicators cited in Rule 9J-5.006(5), FAC. For a list of these indicators and the County's response, please refer to the EAR document.

The proposed development program would counteract any existing or future urban sprawl by intensifying development in an area which transitions from Interstate 4. This program is also consistent with the Higher Intensity Planned Development lying just to the south of this property along Interstate 4.

Vision 20/20 – Future Land Use Element – Issue FLU 10 – Trends in Comprehensive Planning (page FLU-7)

Since the 1991 Plan Update, two popular themes have emerged that have a direct relationship to comprehensive planning. The first of these, "sustainability", suggests the idea of the responsible use of resources to meet current needs without jeopardizing the needs of future residents. The second theme, "smart growth" involves the basic ideas of environmental protection, livable communities and efficient use of public funds. Both themes have in common the idea of community, economic opportunities and protection of the environment. In Seminole County "sustainability" and "smart growth" in land use are achieved through, but not limited to, application of the following planning techniques:

- Economic planning to create target industry areas;
- Acquisition of sensitive natural lands;
- Creation of an urban/rural boundary and Plan policies regarding protection of the Rural area;
- Restricting densities and intensities within the Wekiva River and Econlockhatchee River areas;
- Applying a tiered level of service to encourage infill development and discourage sprawl; and
- Joint planning agreements.

These two themes are clearly evident in the goal of the Future Land Use Element, which is to achieve an appropriate balance between public and private interests in the protection of the environment, creation of favorable economic conditions and maintenance of established residential neighborhoods. The County's Plan and land development regulations set forth policies and provisions to ensure that these areas development in a manner to provide compatibility, accommodate necessary facilities and services and protect the natural environment.

The proposed development sustains resources and promotes smart growth by avoiding sprawl, providing compatability, utilizing existing facilities and services and protecting the environment in the area.

Vision 20/20 – Future Land Use Element – Objective 2 – Protection of Residential Neighborhoods (page FLU-16)

The County shall ensure the long-term viability of residential neighborhoods by regulating future development to create compatibility with surrounding land uses.

The existing residential neighborhoods to the west are adequately buffered by an earthen berm which will make the proposed development only visible when entering or exiting the subdivision. The traffic study indicates that the proposed development will have a minimal impact on local roadways. Adequate setbacks and landscape buffers

offer additional compatability. The property to the north is proposed for the same use as is being proposed in this request.

Vision 20/20 – Future Land Use Element – Policy 2.3 Roadway Compatibility (page FLU-16)

The County shall encourage the viability of future residential neighborhoods adjacent to collector and arterial roadways by:

1. Requiring additional setbacks and buffers for residential development adjacent to future major collector and arterial roadways to minimize the impacts of future roadway improvements;
2. Requiring development plans to transition residential and nonresidential land use intensities at major intersections to maximize compatibility with existing residential neighborhoods;
3. Discouraging through traffic on local residential roadways; and
4. Enforcing Land Development Code standards providing when and where pedestrian, bicycle and vehicular linkages between abutting residential areas are required to provide convenient access to recreation, schools, libraries, and shopping. Vehicular connections between subdivisions shall be designed to serve local residents and discourage through traffic.

The proposed development complies with the Seminole County Land Development Code.

Vision 20/20 – Future Land Use Element – Policy 2.11 Determination of Compatibility in the Planned Unit Development and Planned Commercial Development Zoning Classifications (page FLU-19)

The County shall consider uses or structures proposed within the Planned Unit Development (PUD) and Planned Commercial Development (PCD) zoning classifications on a case-by-case basis evaluating the compatibility of the proposed use or structure with surrounding neighborhoods and uses. Compatibility may be achieved by application of development standards such as, but not limited to, lot size, setbacks, buffering, landscaping, hours of operation, lighting, and building heights. The Board of County Commissioners shall have discretion as to the uses and structure approved with a PUD or PCD zoning classification.

This policy is met as stated in response to FLU 16, above. In addition, the commercial property to the south is more intense than the proposed development. Interstate 4 lies to the east.

Vision 20/20-Future Land Use Element – Objective 6: Public Facilities and Services (page FLU-33)

The County shall require that all development be consistent with the approved Capital Improvements Element or facility and service plans in order to discourage urban sprawl, meet adopted level of service standards and thereby minimize attendant public costs through the implementation of the following policies:

Vision 20/20 – Future Land Use Element – Policy 6.1 Development Order, Permits and Agreements (page FLU-33)

The County shall ensure that all development orders, permits and agreements are consistent with the adopted level of service standards and provisions of the Capital Improvements Element and the appropriate facility element as well as all other provisions of this Plan.

A Development Order that outlines the future development parameters of the site and developer obligations will be drafted between the property owner and Seminole County, to implement the proposed PUD zoning.

Vision 20/20 – Future Land Use Element – Policy 6.2 Concurrency Requirements (page FLU 33)

The County shall ensure that all development orders, permits and agreements are subject to the adopted Concurrency Management Systems standards and provisions to ensure that facilities and services needed to serve the development are available at the adopted level of service consistence with the Implementation Element of this Plan.

There is sufficient infrastructure in place to adequately serve the proposed development. Any additional impact issues will be addressed in the Development Order.

Vision 20/20 – Future Land Use Element – Policy 6.4 Priority for Water and Sewer Services (page FLU 33)

The County shall evaluate the impact on delivering adequate service to residents within the established service area prior to the expansion of a potable water or sewer service area outside the adopted service area boundaries. The County will not expand a service area if the adopted level of service cannot be maintained.

Seminole County Utilities currently serves the general area and has sufficient capacity to support future development consistent with the proposed program.

Vision 20/20 – Future Land Use Element – Policy 6.5 Private Investment Above Land Development Code Regulations (page FLU 33)

The County shall require private investment in infrastructure improvements above and beyond Land Development Code requirements (e.g., feeder roads, aerial fire apparatus, right-of-way, signalization, access improvements, transit facilities, stormwater, etc.) where improvements are needed to accommodate the development and to minimize attendant public costs associated with growth.

The developer will comply with this policy and address these issues as necessary in the Development Order with the County.

JUSTIFICATION STATEMENT- FUTURE LAND USE CHANGE

As stated previously in this narrative, the subject property is believed to be best suited for high density residential apartments. There will be no market for the previously authorized townhomes approved in 2005. The property provides a desirable transition to the single family residential to the west from Interstate 4 to the east. The property to the north and south are compatible and adequate facilities and services exist for the proposed development. The additional intensity requested results in nominal impacts compared to the prior land use designation, while reducing urban sprawl. We believe that amending the future land use from Medium Density Residential to High Density Residential would be compatible and consistent with the aforementioned policies established by the Seminole County Vision 2020 Comprehensive Plan.

JUSTIFICATION STATEMENT- REZONING

As stated previously, the subject property has an existing PUD which simply needs to be amended to allow for the increased density requested. The request is consistent and compatible with the aforementioned policies of the Seminole County Vision 2020 Comprehensive Plan.

CONCLUSION

The requested LSFLUA and zoning amendment are well supported by the policies described within the Seminole County Vision 2020 Comprehensive Plan. The County no longer has any demand for townhomes or condominiums after the recent increases in residential housing costs have made residential ownership more difficult and the inventory too large. The proposed development is consistent with applicable Seminole County planning policies and applicable regulations.

MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
DECEMBER 5, 2007
7:00 P.M.

Members present: Matthew Brown, Dudley Bates, Walt Eismann, Rob Wolf, Melanie Chase, and Ben Tucker

Member absent: Kim Day

Also present: Dori DeBord, Director of Planning and Development; Alison Stettner, Planning Manager; Tina Williamson, Asst. Planning Manager; Ian Sikonia, Senior Planner; Cynthia Sweet, Senior Planner; Austin Watkins, Senior Planner; James Potter, Senior Engineer; Kathy Furey-Tran, Assistant County Attorney; and Candace Lindlaw - Hudson, Clerk to the Commission.

Silverleaf Park Large Scale Land Use Amendment and Rezone; KB Home Orlando LLC / Reed Berlinsky, applicant; 28.25± acres; Large Scale Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) and Major Amendment to a PUD (Planned Unit Development); located on the east side of Oregon Street, approximately a ½ mile north of the intersection of SR 46 and Oregon Street.
(Z2007-61 / 08S.FLU01)

Commissioner Carey – District 5
Ian Sikonia, Senior Planner

Mr. Sikonia stated that the applicant is requesting a large scale land use amendment from medium density residential to high density residential and a rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development). The subject property contains approximately 28.25 acres. The applicant is requesting the Large Scale Future Land Use Amendment to allow for a multi-family residential development at a maximum density of 20 dwelling units per net buildable acre. This property was previously approved on May 10, 2005 and known as NW 46 PUD, which consisted of a townhome and condominium project allowing a maximum of 400 units. The proposed Silverleaf PUD is essentially creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD. The NW 46 PUD allowed for a maximum of 400 units while the proposed PUD is allowing for a maximum of 558 units, which is an increase of 158 units. The Silverleaf PUD is increasing the approved maximum building height of 35 feet or two stories to 50 feet or 3 stories. They are also maintaining the same permitted uses of condominium, townhomes, and adding multi-family rental units to the Development Order. The Silverleaf UD is removing conditions from the previous Development Order regarding minimum house size, lot width, setback and other design related conditions to allow for

more flexibility when designing the final master plan. The proposed PUD seems to allow for more flexibility when designing the final master plan. The proposed PUD seems to allow for more local housing options for the prospective and existing citizens of Seminole County due to the proximity of Interstate 4 and the numerous employment centers located in nearby Heathrow, Lake Mary, and Sanford.

Mr. Sikonia recommended changes to the proposed Development Order: Condition C will have added "and with allowable open space within the property." The final version to read: "This will be accomplished by amenitizing the existing retention pond and with allowable open space within the property." Condition O: remove "located and / or" to read "Mechanical units shall be screened to prevent visibility from North Oregon St. or adjoining single family development." Condition S will add the words "except in the designated screened area which shall be determined at time of final master plan." Revised wording on S to read: "Parking of boats, trailers, and recreational vehicles shall be prohibited within the development except in the designated screened area which shall be determined at time of final master plan."

Mr. Sikonia said that Staff recommendation was for transmittal of the requested Large Scale Land Use Amendment from MDR to HDR and rezone from PUD to PUD.

Steve Coover spoke on behalf of KB Homes. He asked to address the questions from commissioners and public following public comment.

Dr. Ira Swartzberg of 5336 Lake Bluff Terrace stated that he is the President of the Lake Forest Home Owners Association. He is opposed to the request. This request does not provide adequate transition from HDR to single-family homes. He pointed out changes in water, sewer and traffic. Water requirements are going up either 40% or 77%. The numbers are differing within the report. Sewer and traffic changes differ in figures from increases of between 40% and 77%, depending what part of the report is being read. There is no public schools recommendation. This will exceed the capacity of the schools. Building height of 50 feet will have new residents looking down on the backyard of the single-family homes. Dr. Swartzberg said that he needed more information on the areas of discrepancy in the staff report.

Steve Devine of 689 Tree Line Place spoke for the Lake Forest HOA Board. He stated that Lake Forest HOA is opposed to the request. The current Medium Density is most compatible. They do not want the Comprehensive Plan changed. 3 story rental apartments are a significant change from the current planned use. Lake Forest is a Low Density residential development that has 732 homes on 520 acres bordering the west side of the subject property. The subject property is about 28 acres, 8 acres of which is comprised of the lake, leaving about 20 acres to build on. The density is going to be very high on the usable

land. Mr. Devine said that the applicant can use the pond/borrow pit as usable land for net buildable acres to calculate the 558 units. That is a significant difference between what Lake Forest is and the subject property.

Secondly, Mr. Devine said that traffic was a consideration in the area. The Oregon Street intersection has a significant delay at the SR 46 now. The realignment of the interstate will come in near Oregon Street, adding to traffic in the area. Traffic will back up across the off ramp. Mr. Devine said that a better transportation study was needed for the intersections and delays.

Mr. Devine pointed to the future development along SR 46 – townhomes, retail, offices – all going in the area near Oregon/SR 46 intersection.

Mr. Devine looked at the tables in the transportation report, noting the net impact of the increase of 1800 trips per day.

Mr. Devine said the condition of the schools should be corrected before more is put upon them.

No one else spoke from the audience.

Steve Coover said that the major question seems to be about transitions and buffering. There is a berm along Oregon Street that appears to be 30 to 40 feet tall. He questioned whether the top of the proposed buildings would be visible from Lake Forest because of the height of the berm. The Development Order - Paragraph 3X - proposes that the Developer will mitigate any problems that occur with the Oregon intersection on SR 46.

Mr. Coover said that they have requested concurrency on the property to be deferred. The school system anticipates a drop in enrollment within the next 5 years. The School Board does not plan any improvements in the area due to the projected drop in enrollment. He will wait until the concurrency has to be met. There is nothing concrete about the school figures.

Charles Madden spoke on the traffic issue. He said that the level of service on Oregon now and in the future will be Level of Service “A.” That is the best rating you can get for a roadway. He is prepared to alter the intersection on SR 46 during the time of final construction plans. Lake Forest will not be able to see this development. He has agreed to build a 6-foot wall along the right-of-way on Oregon Street , screening buildings and mechanical devices.

Mr. Madden said that he had been told by public utilities that there is adequate water for the project.

Mr. Coover said that this location is a prime place for apartments. He can not do much else there.

Commissioner Brown asked if the Lake Forest PUD has more than single-family residences in it, on other tracts.

Tina Williamson said that it was entirely single-family residential and within the 530 acres.

Commissioner Brown noted that the school report put the northwest cluster capacity at 101.2% and the high school at 102.8%. State guidelines deem a school as overcrowded once it reaches 110%. This is a ludicrous situation.

Commissioner Bates said the conditions may change for those conditions in the future.

Commissioner Chase made a motion to recommend transmittal of the Large Scale Land Use Amendment with the changes noted in the Development Order and rezone from PUD to PUD subject to staff findings.

Commissioner Eismann seconded the motion.

Commissioner Tucker stated that he will be voting against the motion. This is not transitional. Oregon Street is a 2-lane road and will be a continuing problem. He took the same position in 2005. The sound barrier wall along the Interstate should be addressed in the documents.

Commissioner Brown said that the wall was taken out with the rental property provisions being put in.

Commissioner Wolf said that he has a concern about the transitions and the net density. He will vote against this.

Commissioner Bates said that this is overloading the area infrastructure. He is opposed.

Commissioner Chase said that this is adjacent to I-4 and a large Chevrolet dealer. There has to be places for people to live in apartments.

Commissioner Eismann concurred.

Commissioner Bates said that he had reservations on the project presented in 2005. This is too much.

Commissioner Eismann said that the previous project should have been voted down if it was too much back in 2005.

Commissioner Wolf said the proportions and density are what he is opposed to.

Commissioner Eismann said that the omission of the wall had slipped by him. He would like the language about the noise abatement wall put back in.

Commissioner Brown said that "My Region.com" recommends packing development in by the Interstate. Would the applicant accept a lower number of units? The commission could recommend the request for rental units at a lower number.

Commissioner Wolf said that there should be greater transition next to Lake Forest on the west side of the property.

The vote was 3 – 3 on the motion. Commissioners Chase, Eismann and Brown voted "yes" while Commissioners Wolf, Tucker, and Bates voted "no." **The motion failed.**

Commissioner Tucker said that this application expands the envelope beyond what is acceptable. This is changing fee simple ownership to 3-story, high density rental units. That is a substantial impact on the single-family properties.

Commissioner Tucker made a motion to recommend denial of the request.

Commissioner Wolf seconded the motion.

Commissioner Brown said that the option of a third motion to send this forward without recommendation is also there.

Kathy Furey-Tran said that there could also be a motion to continue this until a full Board is present to break the tie.

The vote was 3 – 3 again, with Commissioners Chase, Eismann, and Brown opposed.

Commissioner Tucker made a motion to send this application forward to the BCC without recommendation.

Commissioner Bates seconded the motion.

Commissioner Brown said that he would like to see this go forward with 100 less units. Apartments fit here.

The motion passed 6 – 0.

to authorize the filing of the proofs of publication for this meeting's scheduled public hearings into the Official Record.

Districts 1, 2, 3, 4 and 5 voted AYE.

REQUEST FOR LARGE SCALE LAND USE & REZONE TO PUD, JAMES WILLARD/SHUTTS & BOWEN, Continued

Continuation of a public hearing to consider a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, James G. Willard, Shutts & Bowen, LLP.

Planner, Ian Sikonia, addressed the Board to present the request, advising the original PUD approved by the BCC on May 10, 2005, has now been split in half and being presented as Items #25 and #26. The applicant is requesting the amendment to allow for a multi-family residential development at a maximum density of 16.5 dwelling units per net buildable acre. He stated this property was previously approved as the NW 46 PUD which consisted of a townhome and condominium project allowing a maximum of 400 units. The proposed Lake Forest PUD is creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD. The proposed PUD is also allowing for a maximum of 417 units, which is an increase of 17 total units; and proposing to increase the approved maximum building height of 35 feet, not to exceed two stories, to 50 feet, not to exceed three stories. They are also maintaining the same permitted uses of condominium, townhomes, and adding multi-family rental units to the

development order.

Mr. Sikonia advised that the P&Z Commission's motion to approve this item failed due to a 3 to 3 vote. They then made a motion to send the request to the BCC without a recommendation with a 6 to 0 vote. He further advised that staff recommends approval to transmit the amendment to the DCA.

District Commissioner Carey clarified that Items #25 & #26 originally came to the Board and was approved as one piece of property. The developer has now split the property and is seeking separate approvals for each piece. She suggested the Board take votes on each item after hearing public comment on both. The Board voiced **no objections** to same.

Attorney Ken Wright, representing the applicant, addressed the Board to state this is an apartment site that is very well located by I-4 and job centers. He said going from two stories to three stories has allowed them to be much more accommodating for open space. He agreed that both Items #25 and #26 should be considered together.

Upon inquiry by County Attorney, Robert McMillan, Attorney Steve Coover, representing Item #26's applicant, addressed the Board to advise he has no objection to the Board hearing both items together.

Attorney Wright briefly discussed the revised First Amended & Restated Seminole County Development Order (copy received & filed), advising the changes made on same were in order to accommodate the agreement they reached with the Lake Forest Master Community Association. Under Item 3c, they have included that, "All buildings abutting Oregon Street will either have no third floor balconies on the west, or if they do, they will have a Bermuda-type shutter, such that the occupants will not be able to see west into the Lake Forest

development from a unit balcony." Item 3k includes, "The west buffer shall be 15′ wide and preserve all existing non-nuisance trees greater than 6′ in height, and contain a 6′ masonry wall." He added that the County staff will determine whether a tree is a nuisance tree. He further advised there is a new provision that outdoor lighting generated by the project shall measure 0′ candles at the west Oregon Street right-of-way line, with the exception for the entrance.

Upon inquiry by Chairman Carey, Planning & Development Assistant Manager, Tina Williamson, addressed the Board to advise staff has reviewed the revised D.O. and have no objections to it.

Attorney Brent Spain, representing the Lake Forest Master Community Association, Inc., addressed the Board to advise he has been meeting with Attorney Wright and Attorney Coover over the past several weeks and have entered into a private settlement agreement; therefore, they have no objections to either this item or Item #26.

No one else spoke in support or in opposition.

Chairman Carey stated the Board will now hear testimony on Item #26, before a motion is made on Item #25.

REQUEST FOR LARGE SCALE LAND USE AMENDMENT &
REZONE TO PUD, REED BERLINSKY/KB HOMES ORLANDO, Continued

Continuation of a public hearing to consider a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 28.25 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, Reed Berlinsky/KB Homes

Orlando, LLC.

Planner, Ian Sikonia, presented the request, advising this property was originally part of Item #25 and is now being split. He stated the applicant is requesting the amendment in order to allow for a multi-family residential development at a maximum density of 20 dwelling units per net buildable acre. The proposed Silverleaf PUD is essentially creating a new PUD while maintaining some of the previous conditions of the NW 46 PUD which allowed for a maximum 400 units. The Silverleaf PUD is proposing a maximum of 558 units and proposing to increase the approved maximum building height of 35 feet or two stories to 50 feet or three stories. The PUD is also proposing to remove conditions from the previous D.O. regarding minimum house size, lot width, setback, and other design-related conditions to allow for more flexibility when designing the Final Master Plan.

Mr. Sikonia advised the P&Z Commission voted to approve the request, which failed; and then voted to deny the request, which also failed. They then sent the application to the BCC without a recommendation. He further advised the staff recommends approval to transmit the amendment to the DCA.

Attorney Steve Coover, representing the applicant, stated they concur with the staff recommendation. He said they have reduced the number of units from 582 to 303. Copy of revised First Amended & Restated Seminole County Development Order was received and filed.

No one else spoke in support or in opposition.

Chairman Carey stated the Board will now consider Item #25.

REQUEST FOR LARGE SCALE LAND USE & REZONE TO PUD, JAMES WILLARD/SHUTTS & BOWEN, Continued

Continuation of a public hearing to consider a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, James G. Willard, Shutts & Bowen, LLP.

District Commissioner Carey recommended transmitting this to the DCA.

Motion by Commissioner Henley, seconded by Commissioner Dallari to authorize transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 26.8 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, James G. Willard, Shutts & Bowen, LLP, based on staff findings and the revised First Amended & Restated Development Order.

Districts 1, 2, 3, 4 and 5 voted AYE.

REQUEST FOR LARGE SCALE LAND USE AMENDMENT & REZONE TO PUD, REED BERLINSKY/KB HOMES ORLANDO, Continued

Continuation of a public hearing to consider a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately

28.25 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, Reed Berlinsky/KB Homes Orlando, LLC.

District Commissioner Carey recommended transmittal of this item.

Motion by Commissioner Henley, seconded by Commissioner McLean to authorize transmittal of the requested Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) for approximately 28.25 acres, located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street, as described in the proof of publication, Reed Berlinsky/KB Homes Orlando, LLC, based upon staff findings and the revised First Amended & Restated Development Order.

Districts 1, 2, 3, 4 and 5 voted AYE.

APPEAL AGAINST BOA,
TBCOM PROPERTIES, LLC

Proof of publication, as shown on page _____, calling for a public hearing to consider an Appeal Against the Board of Adjustment's decision to approve a Special Exception for a 130-foot communication tower located on Parcel 202 in the Carillon PUD, TBCOM Properties, LLC, received and filed.

Planner, Kathy Fall, addressed the Board to present the appeal, advising at the BOA hearing, there was discussion concerning possible interference with the County's Public Safety communications. The applicant has agreed to conditions of the approval that would ensure no potential impacts, including an IM study to be conducted by each

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

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Governor

THOMAS G. PELHAM
Secretary

MEMORANDUM

TO: **Jim Quinn, DEP**
Susan Harp, DOS
Susan Sadighi, FDOT 5
Phil Laurien, East Central Florida RPC
Jeff Cole, St Johns River WMD
Wendy Evans, AG
Mary Ann Poole, FWC

Date: May 5, 2008

Subject: Proposed Comprehensive Plan Amendment Review Objections, Recommendations and Comments Reports

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Enclosed are the Departments Objection, Recommendations and Comments Reports on the proposed amendments to the comprehensive plan(s) from the following local government(s):

Seminole Co 08-1

These reports are provided for your information and agency files. Following the adoption of the amendments by the local governments and subsequent compliance review to be conducted by this agency, we will forward copies of the Notices of Intent published by each local government plan.

If you have any questions, please contact Mr. Ray Eubanks at Suncom 278-4925 or (850) 488-4925.

RE/lp

Enclosure

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100
Phone: 850-488-8466 Fax: 850-921-0781 Website: www.dca.state.fl.us

COMMUNITY PLANNING
Phone: 850-488-2356 Fax: 850-488-3309

AREAS OF CRITICAL STATE CONCERN FIELD OFFICE
Phone: 305-289-2402 Fax: 305-289-2442

HOUSING AND COMMUNITY DEVELOPMENT
Phone: 850-488-7956 Fax: 850-922-5623

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

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Secretary

May 5, 2008

The Honorable Brenda Carey, Chairman
Seminole County Board of County Commissioners
1101 East First Street
Sanford, Florida 32771-1468

Re: Objections, Recommendations, and Comments for Seminole County Comprehensive Plan Amendment 08-1

Dear Chairman Carey:

The Department has completed its review of the proposed Comprehensive Plan Amendment for Seminole County (DCA 08-1), which was received on March 6, 2008. Copies of the proposed amendment have been distributed to appropriate state, regional and local agencies for their review and their comments are enclosed. Within the next 60 days, the County should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, our report outlines procedures for final adoption and transmittal.

The County has proposed two Future Land Use Map amendments to the County's Comprehensive Plan. The Department has reviewed the proposed amendment for consistency with Rule 9J-5, Florida Administrative Code (F.A.C.), Chapter 163, Part II, Florida Statutes (F.S.), and the adopted Seminole County Comprehensive Plan. The Department raises no objections to the proposed amendment and this letter serves as the Department's Objections, Recommendations, and Comments Report.

If you, or your staff, have any questions, please call Anthony Rodriguez, Planner, at (850) 922-1760.

Sincerely,

Mike McDaniel, Chief
Office of Comprehensive Planning

MM/arr

cc: Mr. Ian Sikonia, Senior Planner, Seminole County Planning Division
Mr. Phil Laurien, Executive Director, East Central Florida Regional Planning Council

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100
Phone: 850-488-8466 Fax: 850-921-0781 Website: www.dca.state.fl.us

COMMUNITY PLANNING
Phone: 850-488-2356 Fax: 850-488-3309

AREAS OF CRITICAL STATE CONCERN FIELD OFFICE
Phone: 305-289-2402 Fax: 305-289-2442

HOUSING AND COMMUNITY DEVELOPMENT
Phone: 850-488-7956 Fax: 850-922-5623

TRANSMITTAL PROCEDURES

Upon receipt of this report, the County has 60 days in which to adopt, adopt with changes, or determine that the County will not adopt the proposed amendment. The process for adoption of local comprehensive plan amendments is outlined in s. 163.3184, Florida Statutes, and Rule 9J-11.011, Florida Administrative Code.

Within ten working days of the date of adoption, the County must submit the following to the Department:

Three copies of the adopted comprehensive plan amendment;

A copy of the adoption ordinance;

A listing of additional changes not previously reviewed;

A listing of findings by the local governing body, if any, which were not included in the ordinance; and

A statement indicating the relationship of the additional changes to the Department's Objections, Recommendations and Comments Report.

The above amendment and documentation are required for the Department to conduct a compliance review, make a compliance determination and issue the appropriate notice of intent.

In order to expedite the regional planning council's review of the amendment, and pursuant to Rule 9J-11.011(5), F.A.C., please provide a copy of the adopted amendment directly to Phil Laurien, AICP, Executive Director of the East Central Florida Regional Planning Council.

Please be advised that Section 163.3184(8)(c), Florida Statutes, requires the Department to provide a courtesy information statement regarding the Department's Notice of Intent to citizens who furnish their names and addresses at the local government's plan amendment transmittal (proposed) or adoption hearings. In order to provide this courtesy information statement, local governments are required by law to furnish the names and addresses of the citizens requesting this information to the Department. **Please provide these required names and addresses to the Department when you transmit your adopted amendment package for compliance review. In the event no names, addresses are provided, please provide this information as well.** For efficiency, we encourage that the information sheet be provided in electronic format.

6 JS
3/26/08

FLORIDA DEPARTMENT OF STATE
Kurt S. Browning
Secretary of State
DIVISION OF HISTORICAL RESOURCES

March 24, 2008

Mr. Ray Eubanks
Department of Community Affairs
Bureau of State Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Historic Preservation Review of the Seminole County (08-1) Comprehensive Plan Amendment

Dear Mr. Eubanks:

According to this agency's responsibilities under Sections 163.3177 and 163.3178, *Florida Statutes*, and Chapter 9J-5, *Florida Administrative Code*, we reviewed the above document to determine if data regarding historic resources have been given sufficient consideration in the request to amend the Seminole County Comprehensive Plan.

We reviewed two proposed amendments to the Future Land Use Map to consider the potential effects of these actions on historic resources. While our cursory review suggests that the proposed changes may have no adverse effects on historic resources, it is the county's responsibility to ensure that the proposed revisions will not have an adverse effect on significant archaeological or historic resources in Seminole County.

If you have any questions regarding our comments, please feel free to contact Susan M. Harp of the Division's Compliance Review staff at (850) 245-6333.

Sincerely,

Frederick P. Gaske

Frederick P. Gaske, Director

xc: Mr. James Stansbury

500 S. Bronough Street • Tallahassee, FL 32399-0250 • http://www.flheritage.com

☐ Director's Office (850) 245-6300 • FAX: 245-6436
☐ Archaeological Research (850) 245-6444 • FAX: 245-6452
✓ Historic Preservation (850) 245-6333 • FAX: 245-6437
☐ Historical Museums (850) 245-6400 • FAX: 245-6433
☐ South Regional Office (561) 416-2115 • FAX: 416-2149
☐ North Regional Office (850) 245-6445 • FAX: 245-6435
☐ Central Regional Office (813) 272-3843 • FAX: 272-2340

St. Johns River
[illegible]

6 JS
4/14/05

[illegible]
[illegible]
Department of [illegible]
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Re: Seminole County Proposed Comprehensive Plan Amendment
DCA Amendment #08-1

Dear Mr. Eubanks:

St. Johns River Water Management District (District) planning staff have reviewed the above-referenced proposed comprehensive plan amendment. The plan amendment submittal package contains two changes to the future land use map. District staff review focuses on water supply availability and related water resource issues in an effort to link land use planning and water supply planning. In the review of water supply availability, District staff consider infrastructure, permitted allocation under consumptive use permit (CUP), and source. District staff comments are provided below.

Proposed land use change Z2007-61 (Silverleaf Park) will result in a decrease in net potable water demand based on the proposed development order that will limit the maximum development to 303 dwelling units or 20 units per net developable acre, whichever is less. The District recommends that the County adopt a comprehensive plan policy limiting development potential of the subject property to a maximum of 303 dwelling units or 20 units per net developable acre, whichever is less.

Proposed land use change Z2007-65 (Lake Forrest) will result in a minimal increase in net potable water demand based on the proposed development order that states the maximum allowable development density shall not exceed 16.5 dwelling units per net buildable acre, up to a maximum of 417 dwelling units. The District recommends that the County adopt a comprehensive plan policy limiting development potential of the subject property to a maximum of 417 dwelling units.

We appreciate the opportunity to provide comments. If you have any questions or need additional information, please contact District Policy Analyst Peter Brown at (386) 329-4311 or *pbrown@sjrwmd.com*.

GOVERNING BOARD

David G. Graham (CHAIRMAN) — JACKSONVILLE
Susan N. Hughes (VICE CHAIRMAN) — POINCIANA
Ann T. Moore (SECRETARY) — DUNNELLON
W. Leonard Wood, (TREASURER) — PERSIMMON PLANTATION
Douglas C. Bournique (VICE CHAIRMAN) — [illegible]
Michael Eure — [illegible]
Hersey "Hershy" Huffman (ASSISTANT SECRETARY) — [illegible]
Allen N. Jacquier (ASSISTANT TREASURER) — [illegible]
Hans G. Tanzler III (ASSISTANT SECRETARY) — [illegible]

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

(AR)

April 4, 2008

6SS
4/4/08

Mr. D. Ray Eubanks
Bureau of Local Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Seminole County 08-1, Comprehensive Plan Amendment ORC Review

Dear Mr. Eubanks:

On behalf of the Department of Environmental Protection, the Office of Intergovernmental Programs has reviewed the proposed comprehensive plan amendment in accordance with the provisions of Chapter 163, *Florida Statutes*. As required by law, the scope of our comments and recommendations is limited to the environmental suitability of the proposed changes in light of the Department's regulatory and proprietary responsibilities. Based on our review of the proposed amendment, the Department has found no provision that requires comment, recommendation or objection under the laws that form the basis of the Department's jurisdiction and authority. If the amendment pertains to changes in the future land use map or supporting text, please be advised that at such time as specific lands are proposed for development, the Department will review the proposal to ensure compliance with environmental rules and regulations in effect at the time such action is proposed.

Thank you for the opportunity to comment on this proposal. If I may be of further assistance, please call me at (850)245-2172.

Sincerely,

Suzanne E. Ray

Suzanne E. Ray, AICP
Office of Intergovernmental Programs

/ser

East Central Florida Regional Planning Council

631North Wymore Road, Suite 100 • Maitland, FL 32751
Phone 407.623.1075 • Fax 407.623.1084 • www.ecfrpc.org

Philip Laurien, AICP
Executive Director

MEMORANDUM

To: D. Ray Eubanks, FDCA Community Program Administrator
James Stansbury, FDCA Regional Planning Administrator

From: Phil Laurien, AICP, Executive Director

Date: April 3, 2008

Subject: Comprehensive Plan Amendment Review

Local Government: Seminole County
Local Amendment #: 08-1
DCA Amendment #: Seminole County 08-1

Council staff has completed a technical review of Seminole County's first proposed Large Scale Comprehensive Plan Amendment for 2008. The amendment consists of two changes to the Future Land Use Map. Staff comments are indicated below in *italics.*

The review was conducted in accordance with the provisions of the East Central Florida Regional Planning Council's current contract with the Florida Department of Community Affairs for Plan and Plan Amendment Reviews.

We have not identified any significant or adverse effects on regional resources or facilities, nor have any extra-jurisdictional impacts been identified that would adversely affect the ability of neighboring jurisdictions to implement their comprehensive plans.

The East Central Florida Regional Planning Council is available to assist in the resolution of any issues that may arise in the course of your review. If you should have any questions, please contact Andrew Landis at andrew@ecfrpc.org or by phone at (407) 623-1075 ext. 310. Thank you.

Local Government Contact: Ian Sikonia

AML

Executive Committee

Chair	Vice Chair	Treasurer	Secretary	Former Chair
Teresa Jacobs	Malcolm McLouth	Mary Martin	Atlee Mercer	Jon B. Rawlson
Commissioner	Governor's Appointee	Vice Mayor of Port Orange	Property Appraiser	Governor's Appointee
Orange County	Brevard County	Volusia County League of Cities	Osceola County	Orange County

Serving Brevard, Lake, Orange, Osceola, Seminole and Volusia Counties.

6 Js
4/25/08

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

Intermodal Systems Development
[illegible]
Orlando, FL 32807-[illegible]

STEPHANIE C. KOPELOUSOS
SECRETARY

AR

April 24, 2008

Mr. Ray Eubanks, Community Program Administrator
Department of Community Affairs, State of Florida
Plan Review & DRI Processing Section
2555 Shumard Oaks Boulevard
Tallahassee, FL 32399-2100

SUBJECT: **PROPOSED COMPREHENSIVE PLAN AMENDMENTS**
LOCAL GOVERNMENT: **SEMINOLE**
DCA #: **08-1**

Dear Mr. Eubanks:

The Department of Transportation has completed its revised review of the above proposed comprehensive plan amendments as requested in correspondence from Anthony Rodriquez dated April 22, 2008, where he forwarded maps which clarified the maximum allowable densities on the proposed amendment sites. Our revised review is attached.

If you have any questions, please contact Judy Pizzo, Systems Planner, at 407-482-7880 or by e-mail at judy.pizzo@dot.state.fl.us.

Sincerely,

Jon V. Weiss, P.E.
Growth Management Supervisor

jp
attachment

cc: Alison Stettner, Seminole County
Jerry McCollum, Seminole County
Phil Laurien, ECFRPC
Rob Magee, FDOT
James Stansbury, DCA

File: H:\OOC\Planning\Growth Management\CompPlanAmendments\CPA Comments_Review\Seminole\Seminole 08-01 CvrLtr 042408.doc

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

GENERAL BACKGROUND INFORMATION

Seminole County has submitted two Future Land Use Map (FLUM) amendments.

For each FLUM amendment, FDOT evaluated how the trip generation potential of the property will change if the proposed FLUM designation is adopted. (Trip generation potential reflects the maximum amount of development that could occur on the property.) The pertinent FLUM designations are as follows:

- *Medium Density Residential.* Allows a maximum of 10 du per acre.
- *High Density Residential.* Allows greater than 10 du per acre.

FDOT Contact:	Judy Pizzo, Systems Planner FDOT District 5 Office of Intermodal Systems Development	Reviewed by:	Cade Braud, P.E., & Kelly Blume, P.E. Kittelson & Associates, Inc.
Telephone:	407-482-7880		407-540-0555
Fax:	407-275-4188		407-540-0550
E-mail:	judy.pizzo@dot.state.fl.us		kblume@kittelson.com
File:	H:\OOC\Planning\Growth Management\CompPlanAmendments\CPA Comments_Review\Seminole\Seminole 08-01 Revised 042308.doc		

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

FLUM AMENDMENT 1 (SILVERLEAF PARK)

ELEMENTS: Future Land Use Element

RULE REFERENCE: Chapter 163.3177, F.S., Required and optional elements
Chapter 163.3184, F.S., Process for adoption
Chapter 9J-5, F.A.C., MINIMUM CRITERIA FOR REVIEW
Chapter 9J-11, F.A.C., SUBMITTAL AND REVIEW

BACKGROUND

This amendment affects 28.25± acres located on the east side of Oregon Street, approximately 0.5 miles north of SR 46. The property is situated between Oregon Street and I-4.

Trip Generation Potential of Parcels Affected by FLUM Amendment

Scenario	Land Use Designation	Maximum Allowed Intensity	ITE Land Use Code	Size of Development		Daily Trips	P.M. Peak Hour Trips
				Acres	Allowed Develop-ment		
Adopted	Medium Density Residential	10 du/acre	220	28.25	283 units	1,876	175
Proposed	High Density Residential	303 du*	220	28.25	303 units*	1,971	184
Change in Trips						+95	+9

*Based on maps provided by DCA on April 22, 2008

REVIEW COMMENTS

The amendment results in a negligible increase in trips. Therefore, FDOT has no comments on this amendment.

RECOMMENDATIONS

FDOT has no recommendations for this amendment.

FDOT encourages the County to establish a maximum allowed intensity for High Density Residential in the Future Land Use Element per 9J-5.005(06), F.A.C.

FDOT Contact: Judy Pizzo, Systems Planner
FDOT District 5
Office of Intermodal Systems Development
Telephone: 407-482-7880
Fax: 407-275-4188
E-mail: judy.pizzo@dot.state.fl.us

Reviewed by: Cade Braud, P.E., & Kelly Blume, P.E.
Kittelson & Associates, Inc.
407-540-0555
407-540-0550
kblume@kittelson.com

File: H:\OOC\Planning\Growth Management\CompPlanAmendments\CPA Comments_Reviews\Seminole\Seminole 08-01 Revised 042308.doc

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

FLUM AMENDMENT 2 (LAKE FORREST)

ELEMENTS: Future Land Use Element

RULE REFERENCE: Chapter 163.3177, F.S., Required and optional elements
Chapter 163.3184, F.S., Process for adoption
Chapter 9J-5, F.A.C., MINIMUM CRITERIA FOR REVIEW
Chapter 9J-11, F.A.C., SUBMITTAL AND REVIEW

BACKGROUND

This amendment affects 26.8± acres located on the east side of Oregon Street, approximately 0.5 miles north of SR 46. The property is situated between Oregon Street and I-4.

Trip Generation Potential of Parcels Affected by FLUM Amendment

Scenario	Land Use Designation	Maximum Allowed Intensity	ITE Land Use Code	Size of Development		Daily Trips	P.M. Peak Hour Trips
				Acres	Allowed Develop-ment		
Adopted	Medium Density Residential	10 du/acre	220	26.8	268 units	1,777	166
Proposed	High Density Residential	417 du*	220	26.8	417 units*	2,657	247
Change in Trips						+880	+81

*Based on maps provided by DCA on April 22, 2008

The State roadway segments located within two miles of the parcel are shown in the table below.

REVIEW COMMENTS

Based on FDOT data, segments of State roadways within the vicinity of the site currently operate unacceptably and/or are projected to operate unacceptably under background conditions. However, the amendment does not appear to significantly impact these State roadways, so FDOT has no comments on the amendment.

FDOT Contact: Judy Pizzo, Systems Planner
FDOT District 5
Office of Intermodal Systems Development
Telephone: 407-482-7880
Fax: 407-275-4188
E-mail: judy.pizzo@dot.state.fl.us

Reviewed by: Cade Braud, P.E., & Kelly Blume, P.E.
Kittelson & Associates, Inc.
407-540-0555
407-540-0550
kblume@kittelson.com

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

State Roadway Segments Affected by FLUM Amendment

Road-way	Segment	FIHS or SIS?	2008				2013				2016			
			LOS Stan-dard	Service Volume at LOS Stan-dard	AADT	Ac-cept-able?	LOS Stan-dard	Service Volume at LOS Stan-dard	AADT	Ac-cept-able?	LOS Stan-dard	Service Volume at LOS Stan-dard	AADT	Ac-cept-able?
SR 46	Lake Co to Orange Blvd	N	D	16,400	23,800	N	D	16,400	28,100	N	D	16,400	30,800	N
	Orange Blvd to Int'l Pkwy	N	D	32,700	30,000	Y	D	32,700	39,900	N	D	32,700	45,900	N
	Int'l Pkwy to I-4	N	D	32,700	31,700	Y	D	32,700	41,000	N	D	32,700	46,600	N
	I-4 to Rinehart Rd	Y	D	49,200	39,700	Y	D	49,200	47,700	Y	D	49,200	52,500	N
	Rinehart Rd to Upsala Rd	Y	D	49,200	33,900	Y	D	49,200	41,000	Y	D	49,200	45,300	Y
	Upsala Rd to Airport Blvd	Y	D	35,700	33,300	Y	D	35,700	39,100	N	D	35,700	42,500	N
	Airport Blvd to Pesimmon Ave	Y	D	35,700	23,000	Y	D	35,700	25,400	Y	D	35,700	26,800	Y
	Pesimmon Ave to US 17-92	N	D	35,700	20,900	Y	D	35,700	24,000	Y	D	35,700	25,800	Y
US 17-92	0.051 mi E of Seminole Blvd to Realignment	N	D	17,220	12,500	Y	D	17,220	13,200	Y	D	17,220	13,500	Y
	I-4 to Volusia Co	Y	D	35,700	24,600	Y	D	35,700	28,600	Y	D	35,700	30,900	Y
I-4	SR 46 to Volusia Co	Y	D	140,200	118,100	Y	D	140,200	133,400	Y	D	140,200	142,600	N

NOTE: The information in this table is from FDOT's LOS_ALL spreadsheet, which is a planning-level analysis tool.

RECOMMENDATIONS

FDOT has no recommendations for this amendment.

FDOT encourages the County to establish a maximum allowed intensity for High Density Residential in the Future Land Use Element per 9J-5.005(06), F.A.C.

FDOT Contact: Judy Pizzo, Systems Planner
FDOT District 5
Office of Intermodal Systems Development
Telephone: 407-482-7880
Fax: 407-275-4188
E-mail: judy.pizzo@dot.state.fl.us

Reviewed by: Cade Braud, P.E., & Kelly Blume, P.E.
Kittelson & Associates, Inc.
407-540-0555
407-540-0550
kblume@kittelson.com

File: H:\OOC\Planning\Growth Management\CompPlanAmendments\CPA Comments_Review\Seminole\Seminole 08-01 Revised 042308.doc

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 10, 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: KB Home Orlando, LLC
9102 S. Park Center Loop Suite 200
Orlando, FL 32819

Project Name: Silverleaf Park Large Scale Land Use Amendment and Rezone

Requested Development Approval:

Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a Large Scale Future Land Use Amendment from MDR (Medium Density Residential) to HDR (High Density Residential) and rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled “Silverleaf Park Large Scale Land Use Amendment and Rezone” and all evidence submitted at the public hearing on June 10, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should not be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for transmittal 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 PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST ½ FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 690.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 402.01 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 1009.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'00" FOR A DISTANCE OF 138.97 FEET TO THE POINT OF TANGENCY, THENCE RUN S74°50'00"E FOR A DISTANCE OF 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N86°18'13"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO A RADIAL LINE; THENCE RUN S22°33'35"E ALONG SAID RADIAL LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S65°59'48"E FOR A DISTANCE OF 52.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3520, PAGE 535 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 525.08 FEET; THENCE RUN S89°38'22"W FOR A DISTANCE OF 243.58 FEET; THENCE RUN N00°21'38"W FOR A DISTANCE OF 157.35 FEET; THENCE RUN N90°00'00"W FOR A DISTANCE OF 816.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.098 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORDS.

TOGETHER WITH THOSE CERTAIN STORMWATER DRAINAGE EASEMENT RIGHTS INURING TO THE BENEFIT OF THE AFOREDESCRIBED PARCEL PURSUANT TO THAT CERTAIN NW 46 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 AT OFFICIAL RECORDS BOOK 3520, PAGE 588, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS THEREAFTER AMENDED.

AND

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N00°12'27"W ALONG SAID WEST LINE OF THE EAST ½ OF SECTION 20 FOR A DISTANCE OF 1092.71 FEET; THENCE N89°47'33"E FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET, THE POINT OF BEGINNING; THENCE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 671.36 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 185.95 FEET; THENCE RUN S00°00'00"E FOR A DISTANCE OF 76.10 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 1090.62 FEET; THENCE RUN S67°55'48"E FOR A DISTANCE OF 40.26 FEET; THENCE RUN S32°53'50"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S27°29'16"W FOR A DISTANCE OF 31.73 FEET; THENCE RUN S23°57'19"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S24°28'59"W FOR A DISTANCE OF 20.06 FEET; THENCE RUN S24°00'09"W FOR A DISTANCE OF 204.23 FEET; THENCE N89°59'06"W FOR A DISTANCE OF 1015.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS

SEMINOLE COUNTY PUBLIC SCHOOLS
School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: December 3, 2007

RE. **Silverleaf Park Large Scale FLUM Amendment & Rezone**

Seminole County Public Schools (SCPS), in reviewing the above future land use change and rezone request, has determined that if approved the new FLUM and zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description – 28.25+/- acres Located on the east side of Oregon Street, approximately ½ mile north of the intersection of SR 46 and Oregon Street. The applicant is requesting a change from MDR to HDR and rezone from PUD to PUD. The applicant is proposing to construct a multi-family dwelling unit subdivision, at a density of approximately 20 dwelling units per net buildable acre. The net residential density is proposed to increase from the 200 currently approved multi-family units to 558 units, a net increase of 358 units. Parcel ID #: 20-19-30-300-0400-0000 & 20-19-30-300-004F-0000.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

Total Proposed units		
Total # of Units	# of Single-Family Lots	# of Multi-Family Units
358	0	358

Student Generation					
Impacted Schools	***Projected Number of Additional Students***	***Current Capacity***	***Current Enrollment***	***Percent Utilization***	***Students Resulting from Recently Approved Developments***
Elementary Northwest Cluster	44	4,283	4,333	101.2	165
Middle Sanford	16	1,414	1,316	93.1	98
High Seminole	17	3,049	3,135	102.8	185

Terms and Definitions:

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:
Elementary 100%, Middle 90%, High 95%

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

i) Elementary: 780 student stations
ii) Middle: 1500 student stations
iii) High: 2,800 student stations

Projected Number of Additional Students: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Full Time Equivalent (FTE) - A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments:
The students generated at the Middle school level resulting from the proposed development, would at this point be able to be absorbed into the zoned schools without adverse affect. Capacity is not available at the approved level of service for Elementary or High schools, and the additional students would not be able to be absorbed without the use of temporary capacity or significant increases in overcrowding. There are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve the affected schools.

In addition to the students generated from the proposal, the number of students expected from recent developments in the attendance areas of the affected schools would also place further capacity pressures on the school system. These new developments combined with this proposal 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.

Sikonia, Ian

From: Mathews, Karen
Sent: Wednesday, January 16, 2008 2:06 PM
To: Sikonia, Ian
Cc: Hudson, Candace
Subject: FW: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65

FYI: This letter came in through the Plan Desk folder today.

Karen Mathews
Staff Assistant
Seminole County Planning Division
1101 E. 1st St. Room 2201
Sanford, FL 32771
407 665-7371 (phone)
407 665-7385 (fax)
kmathews@seminolecountyfl.gov

From: Kathryn D. Tillman [mailto:kdtillman@bellsouth.net]
Posted At: Wednesday, January 16, 2008 8:17 AM
Posted To: Plan Desk
Conversation: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65
Subject: Silverleaf File No. Z2007-61 and Lake Forrest File No. Z2007-65

RE: Silverleaf File No. Z2007-61
Lake Forrest File No. Z2007-65

We respectively request that the Comprehensive Plan changes and rezoning of the above cases be **denied.**

The reasons for the request are clear and the same ones for all the terrible "growth" in Seminole County:

1. Our schools are already overcrowded - and I don't have to tell you what the country thinks of Florida schools. I was reminded of that in November when a friend made the comment at a party I attended in Rhode Island that he would love to live in Florida - but if he did he would have to send his kids to boarding school out of state.
2. The traffic congestion will worsen at SR46 and Oregon. It's already terrible with the new construction of townhomes and retail stores in front of Lake Forest.
3. Rental apartments will bring down property values in Lake Forest even more than already has been by the the townhomes in front of the property.

It's time Seminole County put a stop to this "growth". We just can not handle any more - particularly high density rental apartments. This is bringing the County down in every respect. What about our water supply problem?

Also, it is my understanding that this property was just rezoned 2 years ago with one condition being rental apartments would be expressly prohibited.

Thank you.

John and Kathryn Tillman

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Spring 2008 Cycle Large Scale Comprehensive Plan Amendment Ordinance

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:

1. Enact an ordinance which adopts the Spring 2008 Cycle Large Scale Plan Amendments to the Seminole County Comprehensive Plan, and authorize the Chairman to execute the ordinance; or

2. Deny the attached ordinance; or

3. Continue this item to a date and time certain.

District 5 Brenda Carey Ian Sikonia

BACKGROUND:

Part II, Chapter 163, Florida Statutes, allows two (2) large scale comprehensive plan amendment cycles per calendar year. The statute requires that all plan amendments within a single cycle be enacted by ordinance on the same day and forwarded as a single submittal to the Department of Community Affairs for a finding of compliance/noncompliance.

The attached ordinance includes all of the 2008 Spring Large Scale Plan Amendments which were adopted by the Board on June 10, 2008. These amendments are listed on page 3 of the attached ordinance.

STAFF RECOMMENDATION:

Staff recommends that the Board enact an ordinance which adopts the Spring 2008 Cycle Large Scale Plan Amendments to the Vision 2020 Seminole County Comprehensive Plan, and authorize the Chairman to execute the ordinance.

ATTACHMENTS:

1. Spring Cycle Large Scale Land Use Amendment Ordinance
2. Department of Community Affairs ORC Report

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

ORDINANCE NO. **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING THE VISION 2020 SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTIES BY VIRTUE OF LARGE SCALE DEVELOPMENT AMENDMENTS; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County (hereinafter referred to as the "Board") enacted Ordinance Number 91-13, adopting the 1991 Seminole County Comprehensive Plan, which was subsequently amended in accordance with State law; and

WHEREAS, the Board enacted Ordinance Number 2001-21, which renamed the 1991 Seminole County Comprehensive Plan to the "Vision 2020 Seminole County Comprehensive Plan" (hereinafter referred to as the "Plan"); and

WHEREAS, the Board 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 Large Scale Plan Amendments; and

WHEREAS, the Board has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Land Planning Agency held a public hearing with all required public notice for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendments set forth herein; and

WHEREAS, the Board held public hearings with all required public notice for the purposes of hearing and considering the recommendations and comments of the general public, the Land Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendments set forth herein; and

WHEREAS, the Board hereby finds that the Plan, as amended by this ordinance, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, and the State Comprehensive Plan, and the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council; and

WHEREAS, the Plan amendments set forth herein has been reviewed by all required State agencies and the Objectives, Recommendations and Comments Report prepared by the Department of Community Affairs has been considered by the Board; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Legislative Findings. The above recitals are true and correct in form and include legislative findings which are a material part of this Ordinance.

Section 2. Amendment To Future Land Use Map Designation. The Future Land Use Map of the Future Land Use Element of the Plan is hereby amended by changing the future land use designation assigned to the properties depicted therein and legally described in Exhibits A and B (attached hereto and incorporated herein by this reference) as noted in the following table:

Ord. Exh.	**Name**	**Amendment Number**	**Land Use Change From – To**	**LPA Hearing Date**	**BCC Hearing Dates**
A	Lake Forrest Large Scale Land Use Amendment and Rezone	08S-FLU02	Medium Density Residential (MDR) to High Density Residential (HDR) with a maximum of 417 dwelling units containing a maximum density of 16.5 dwelling units per net buildable acre	12/05/07	02/12/08 6/10/08
B	Silverleaf Park Large Scale Land Use Amendment and Rezone	08S-FLU01	Medium Density Residential (MDR) to High Density Residential (HDR)with a maximum of 303 dwelling units containing a maximum density of 16.5 dwelling units per net buildable acre	12/05/07	02/12/08 6/10/08

Section 3. Severability.

(a) The enactment of this Ordinance includes two (2) amendments to the Future Land Use Map.

(b) 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 4. Exclusion From County Code/Codification.

(a) It is the intent of this Board 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 or as a volume of the Land Development Code of Seminole County in accordance with prior directions given to the 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 by the Clerk of the Board of County Commissioners in accordance with State law.

(b) This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the

Board of County Commissioners; provided, however, that the effective date of the Plan amendments set forth herein shall be twenty-two (22) days after the Florida Department of Community Affairs' publication of a notice of intent to find the Plan amendments in compliance, if no affected party challenges the Plan amendments, or, if an affected party challenges the Plan amendments, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendments is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders or development permits, if dependent upon 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 adopting a resolution affirming its effective status, a copy of said resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 10th day of June 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey, Chairman

Exhibit A

LAKE FOREST
TRACT A

DESCRIPTION:

That part of Section 20, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Commence at the Southwest corner of the East 1/2 of said Section 20; thence run N89°38'35"E along the South line of said East 1/2 for a distance of 25.00 feet to the East right-of-way line of Oregon Street; thence run N00°12'27"W along said East Right-of-way line for a distance of 1764.00 feet to the POINT OF BEGINNING; thence continue N00°12'27"W along said East right-of-way line for a distance of 235.41 feet to the South line of a Florida Department of Transportation Pond, as recorded in Official Records Book 3520, Page 535, of the Public Records of Seminole County, Florida; thence run N89°20'41"E along said South line for a distance of 259.29 feet to the Easterly line of said Pond; thence run N00°39'19"W along said Easterly line for a distance of 100.00 feet to the Westerly prolongation of the South line of Borrow Pit No. 2 (retention pond); thence run N89°20'41"E along said South line for a distance of 1278.52 feet to a point on a non-tangent curve concave Southeasterly and the Easterly line of said Borrow Pit No. 2 having a radius of 6179.65 feet and a chord bearing of N32°35'43"E; thence run Northeasterly along the arc of said curve through a central angle of 12°06'57" for a distance of 1306.77 feet to a point on a line lying 50.00 feet South of and parallel with the North line of the South 5/8 of the East 1/2 of said Section 20; thence run N89°16'23"E along said Parallel line for a distance of 315.14 feet to a point on the Westerly Right-of- way line of Interstate 4 (State Road 400), as recorded in Official Records Book 3520, Page 535, of said Public Records, being a point on a non-tangent curve concave Southeasterly having a radius of 5939.65 feet and a chord bearing of S32°47'00"W; thence run Southwesterly along said Westerly right-of Way line and the arc of said curve through a central angle of 15°36'44" for a distance of 1618.47 feet to the Northeasterly line of the 90' wide County M. M. Smith Canal Easement as recorded in Official Records Book 3513, Page 1546, of said Public Records; thence run N37°21'01"W along said Northeasterly line and said Westerly right-of-way line for a distance of 22.57 feet to a point on a non-tangent curve concave Southeasterly having a radius of 5959.65 feet and a chord bearing of S24°30'21"W; thence run Southwesterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 01°08'41" for a distance of 119.07 feet to the point of tangency; thence run S24°00'12"W along said Westerly right-of-way line for a distance of 830.32 feet to the North line of lands described in Official Records Book 6087, Page 553, of said Public Records; thence run Westerly along said North line the following six (6) courses: N65°59'48"W, 52.16 feet; thence N22°33'35"W, 40.00 feet to a point on a non-tangent curve concave Northerly having a radius of 75.00 feet and a chord bearing of S86°18'13"W; thence Westerly along the arc of said curve through a central angle of 37°43'35" for a distance of 49.38 feet to the point of tangency; thence N74°50'00"W, 18.48 feet to the point of curvature of a curve concave Southerly having a radius of 525.00 feet and a chord bearing of N82°05'46"W; thence Westerly along the arc of said curve through a central angle of 14°31'32" for a distance of 133.10 feet to a point on a non-tangent line and to the East line of lands described in Official Records Book 6087, Page 561, of said Public Records; thence run Northerly and Westerly along the East and North lines of said lands the following nine (9) courses: N24°00'09"E, 203.97 feet; thence N24°28'59"E, 20.06 feet; thence N23°57'19"E, 199.83 feet; thence N27°29'16"E, 31.73 feet; thence N32°53'50"E, 199.83 feet; thence N67°55'48"W, 40.26 feet; thence S89°50'35"W, 1090.62 feet; thence N00°00'00"E, 76.10 feet; thence N90°00'00"W, 185.95 feet to the POINT OF BEGINNING.

Containing 26.803 acres more or less and being subject to any rights-of-way restrictions and easements of record.

Exhibit B

Silverleaf Park

Legal Description

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N89°38'35"E ALONG THE SOUTH LINE OF SAID EAST ½ FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET; THENCE RUN N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 690.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 402.01 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 1009.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 525.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°10'00" FOR A DISTANCE OF 138.97 FEET TO THE POINT OF TANGENCY, THENCE RUN S74°50'00"E FOR A DISTANCE OF 18.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 75.00 FEET AND A CHORD BEARING OF N86°18'13"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°43'35" FOR A DISTANCE OF 49.38 FEET TO A RADIAL LINE; THENCE RUN S22°33'35"E ALONG SAID RADIAL LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S65°59'48"E FOR A DISTANCE OF 52.16 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 4 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3520, PAGE 535 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S24°00'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 525.08 FEET; THENCE RUN S89°38'22"W FOR A DISTANCE OF 243.58 FEET; THENCE RUN N00°21'38"W FOR A DISTANCE OF 157.35 FEET; THENCE RUN N90°00'00"W FOR A DISTANCE OF 816.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.098 ACRES MORE OR LESS AND BEING SUBJECT TO ANY RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORDS.

TOGETHER WITH THOSE CERTAIN STORMWATER DRAINAGE EASEMENT RIGHTS INURING TO THE BENEFIT OF THE AFOREDESCRIBED PARCEL PURSUANT TO THAT CERTAIN NW 46 DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED OCTOBER 22, 1998 AT OFFICIAL RECORDS BOOK 3520, PAGE 588, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS THEREAFTER AMENDED.

AND

THAT PART OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ½ OF SAID SECTION 20; THENCE RUN N00°12'27"W ALONG SAID WEST LINE OF THE EAST ½ OF SECTION 20 FOR A DISTANCE OF 1092.71 FEET; THENCE N89°47'33"E FOR A DISTANCE OF 25.00 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH OREGON STREET, THE POINT OF BEGINNING; THENCE N00°12'27"W ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 671.36 FEET; THENCE RUN N90°00'00"E FOR A DISTANCE OF 185.95 FEET; THENCE RUN S00°00'00"E FOR A DISTANCE OF 76.10 FEET; THENCE RUN N89°50'35"E FOR A DISTANCE OF 1090.62 FEET; THENCE RUN S67°55'48"E FOR A DISTANCE OF 40.26 FEET; THENCE RUN S32°53'50"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S27°29'16"W FOR A DISTANCE OF 31.73 FEET; THENCE RUN S23°57'19"W FOR A DISTANCE OF 199.83 FEET; THENCE RUN S24°28'59"W FOR A DISTANCE OF 20.06 FEET; THENCE RUN S24°00'09"W FOR A DISTANCE OF 204.23 FEET; THENCE N89°59'06"W FOR A DISTANCE OF 1015.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.15 ACRES, MORE OR LESS

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

MEMORANDUM

TO: **Jim Quinn, DEP**
Susan Harp, DOS
Susan Sadighi, FDOT 5
Phil Laurien, East Central Florida RPC
Jeff Cole, St Johns River WMD
Wendy Evans, AG
Mary Ann Poole, FWC

Date: May 5, 2008

Subject: Proposed Comprehensive Plan Amendment Review Objections, Recommendations and Comments Reports

---

Enclosed are the Departments Objection, Recommendations and Comments Reports on the proposed amendments to the comprehensive plan(s) from the following local government(s):

Seminole Co 08-1

These reports are provided for your information and agency files. Following the adoption of the amendments by the local governments and subsequent compliance review to be conducted by this agency, we will forward copies of the Notices of Intent published by each local government plan.

If you have any questions, please contact Mr. Ray Eubanks at Suncom 278-4925 or (850) 488-4925.

RE/lp

Enclosure

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100
Phone: 850-488-8466 Fax: 850-921-0781 Website: www.dca.state.fl.us

COMMUNITY PLANNING
Phone: 850-488-2356 Fax: 850-488-3309

AREAS OF CRITICAL STATE CONCERN FIELD OFFICE
Phone: 305-289-2402 Fax: 305-289-2442

HOUSING AND COMMUNITY DEVELOPMENT
Phone: 850-488-7956 Fax: 850-922-5623

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

May 5, 2008

The Honorable Brenda Carey, Chairman
Seminole County Board of County Commissioners
1101 East First Street
Sanford, Florida 32771-1468

Re: Objections, Recommendations, and Comments for Seminole County Comprehensive Plan Amendment 08-1

Dear Chairman Carey:

The Department has completed its review of the proposed Comprehensive Plan Amendment for Seminole County (DCA 08-1), which was received on March 6, 2008. Copies of the proposed amendment have been distributed to appropriate state, regional and local agencies for their review and their comments are enclosed. Within the next 60 days, the County should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, our report outlines procedures for final adoption and transmittal.

The County has proposed two Future Land Use Map amendments to the County's Comprehensive Plan. The Department has reviewed the proposed amendment for consistency with Rule 9J-5, Florida Administrative Code (F.A.C.), Chapter 163, Part II, Florida Statutes (F.S.), and the adopted Seminole County Comprehensive Plan. The Department raises no objections to the proposed amendment and this letter serves as the Department's Objections, Recommendations, and Comments Report.

If you, or your staff, have any questions, please call Anthony Rodriguez, Planner, at (850) 922-1760.

Sincerely,

Mike McDaniel, Chief
Office of Comprehensive Planning

MM/arr

cc: Mr. Ian Sikonia, Senior Planner, Seminole County Planning Division
Mr. Phil Laurien, Executive Director, East Central Florida Regional Planning Council

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100
Phone: 850-488-8466 Fax: 850-921-0781 Website: www.dca.state.fl.us

COMMUNITY PLANNING
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Phone: 305-289-2402 Fax: 305-289-2442

HOUSING AND COMMUNITY DEVELOPMENT
Phone: 850-488-7956 Fax: 850-922-5623

TRANSMITTAL PROCEDURES

Upon receipt of this report, the County has 60 days in which to adopt, adopt with changes, or determine that the County will not adopt the proposed amendment. The process for adoption of local comprehensive plan amendments is outlined in s. 163.3184, Florida Statutes, and Rule 9J-11.011, Florida Administrative Code.

Within ten working days of the date of adoption, the County must submit the following to the Department:

Three copies of the adopted comprehensive plan amendment;

A copy of the adoption ordinance;

A listing of additional changes not previously reviewed;

A listing of findings by the local governing body, if any, which were not included in the ordinance; and

A statement indicating the relationship of the additional changes to the Department's Objections, Recommendations and Comments Report.

The above amendment and documentation are required for the Department to conduct a compliance review, make a compliance determination and issue the appropriate notice of intent.

In order to expedite the regional planning council's review of the amendment, and pursuant to Rule 9J-11.011(5), F.A.C., please provide a copy of the adopted amendment directly to Phil Laurien, AICP, Executive Director of the East Central Florida Regional Planning Council.

Please be advised that Section 163.3184(8)(c), Florida Statutes, requires the Department to provide a courtesy information statement regarding the Department's Notice of Intent to citizens who furnish their names and addresses at the local government's plan amendment transmittal (proposed) or adoption hearings. In order to provide this courtesy information statement, local governments are required by law to furnish the names and addresses of the citizens requesting this information to the Department. **Please provide these required names and addresses to the Department when you transmit your adopted amendment package for compliance review. In the event no names, addresses are provided, please provide this information as well.** For efficiency, we encourage that the information sheet be provided in electronic format.

6 JS
3/26/08

FLORIDA DEPARTMENT OF STATE
Kurt S. Browning
Secretary of State
DIVISION OF HISTORICAL RESOURCES

March 24, 2008

Mr. Ray Eubanks
Department of Community Affairs
Bureau of State Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Historic Preservation Review of the Seminole County (08-1) Comprehensive Plan Amendment

Dear Mr. Eubanks:

According to this agency's responsibilities under Sections 163.3177 and 163.3178, *Florida Statutes*, and Chapter 9J-5, *Florida Administrative Code*, we reviewed the above document to determine if data regarding historic resources have been given sufficient consideration in the request to amend the Seminole County Comprehensive Plan.

We reviewed two proposed amendments to the Future Land Use Map to consider the potential effects of these actions on historic resources. While our cursory review suggests that the proposed changes may have no adverse effects on historic resources, it is the county's responsibility to ensure that the proposed revisions will not have an adverse effect on significant archaeological or historic resources in Seminole County.

If you have any questions regarding our comments, please feel free to contact Susan M. Harp of the Division's Compliance Review staff at (850) 245-6333.

Sincerely,

Frederick P. Gaske

Frederick P. Gaske, Director

xc: Mr. James Stansbury

500 S. Bronough Street • Tallahassee, FL 32399-0250 • http://www.flheritage.com

☐ Director's Office (850) 245-6300 • FAX: 245-6436
☐ Archaeological Research (850) 245-6444 • FAX: 245-6452
✓ Historic Preservation (850) 245-6333 • FAX: 245-6437
☐ Historical Museums (850) 245-6400 • FAX: 245-6433
☐ South Regional Office (561) 416-2115 • FAX: 416-2149
☐ North Regional Office (850) 245-6445 • FAX: 245-6435
☐ Central Regional Office (813) 272-3843 • FAX: 272-2340

St. Johns River
[illegible]

6 JS
4/14/05

[illegible]
[illegible]
Department of [illegible]
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Re: Seminole County Proposed Comprehensive Plan Amendment
DCA Amendment #08-1

Dear Mr. Eubanks:

St. Johns River Water Management District (District) planning staff have reviewed the above-referenced proposed comprehensive plan amendment. The plan amendment submittal package contains two changes to the future land use map. District staff review focuses on water supply availability and related water resource issues in an effort to link land use planning and water supply planning. In the review of water supply availability, District staff consider infrastructure, permitted allocation under consumptive use permit (CUP), and source. District staff comments are provided below.

Proposed land use change Z2007-61 (Silverleaf Park) will result in a decrease in net potable water demand based on the proposed development order that will limit the maximum development to 303 dwelling units or 20 units per net developable acre, whichever is less. The District recommends that the County adopt a comprehensive plan policy limiting development potential of the subject property to a maximum of 303 dwelling units or 20 units per net developable acre, whichever is less.

Proposed land use change Z2007-65 (Lake Forrest) will result in a minimal increase in net potable water demand based on the proposed development order that states the maximum allowable development density shall not exceed 16.5 dwelling units per net buildable acre, up to a maximum of 417 dwelling units. The District recommends that the County adopt a comprehensive plan policy limiting development potential of the subject property to a maximum of 417 dwelling units.

We appreciate the opportunity to provide comments. If you have any questions or need additional information, please contact District Policy Analyst Peter Brown at (386) 329-4311 or *pbrown@sjrwmd.com*.

GOVERNING BOARD

David G. Graham (CHAIRMAN) — JACKSONVILLE
Susan N. Hughes (VICE CHAIRMAN) — POINCIANA
Ann T. Moore (SECRETARY) — DUNNELLON
W. Leonard Wood, (TREASURER) — PERSIMMON PLANTATION
Douglas C. Bournique (VICE CHAIRMAN) — [illegible]
Michael Eure — [illegible]
Hersey "Hershy" Huffman (ASSISTANT SECRETARY) — [illegible]
Allen N. Jacquier (ASSISTANT TREASURER) — [illegible]
Hans G. Tanzler III (ASSISTANT SECRETARY) — [illegible]

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

(AR)

April 4, 2008

6SS
4/4/08

Mr. D. Ray Eubanks
Bureau of Local Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Seminole County 08-1, Comprehensive Plan Amendment ORC Review

Dear Mr. Eubanks:

On behalf of the Department of Environmental Protection, the Office of Intergovernmental Programs has reviewed the proposed comprehensive plan amendment in accordance with the provisions of Chapter 163, *Florida Statutes*. As required by law, the scope of our comments and recommendations is limited to the environmental suitability of the proposed changes in light of the Department's regulatory and proprietary responsibilities. Based on our review of the proposed amendment, the Department has found no provision that requires comment, recommendation or objection under the laws that form the basis of the Department's jurisdiction and authority. If the amendment pertains to changes in the future land use map or supporting text, please be advised that at such time as specific lands are proposed for development, the Department will review the proposal to ensure compliance with environmental rules and regulations in effect at the time such action is proposed.

Thank you for the opportunity to comment on this proposal. If I may be of further assistance, please call me at (850)245-2172.

Sincerely,

Suzanne E. Ray

Suzanne E. Ray, AICP
Office of Intergovernmental Programs

/ser

East Central Florida Regional Planning Council

631North Wymore Road, Suite 100 • Maitland, FL 32751
Phone 407.623.1075 • Fax 407.623.1084 • www.ecfrpc.org

Philip Laurien, AICP
Executive Director

MEMORANDUM

To: D. Ray Eubanks, FDCA Community Program Administrator
James Stansbury, FDCA Regional Planning Administrator

From: Phil Laurien, AICP, Executive Director

Date: April 3, 2008

Subject: Comprehensive Plan Amendment Review

Local Government: Seminole County
Local Amendment #: 08-1
DCA Amendment #: Seminole County 08-1

Council staff has completed a technical review of Seminole County's first proposed Large Scale Comprehensive Plan Amendment for 2008. The amendment consists of two changes to the Future Land Use Map. Staff comments are indicated below in *italics.*

The review was conducted in accordance with the provisions of the East Central Florida Regional Planning Council's current contract with the Florida Department of Community Affairs for Plan and Plan Amendment Reviews.

We have not identified any significant or adverse effects on regional resources or facilities, nor have any extra-jurisdictional impacts been identified that would adversely affect the ability of neighboring jurisdictions to implement their comprehensive plans.

The East Central Florida Regional Planning Council is available to assist in the resolution of any issues that may arise in the course of your review. If you should have any questions, please contact Andrew Landis at andrew@ecfrpc.org or by phone at (407) 623-1075 ext. 310. Thank you.

Local Government Contact: Ian Sikonia

AML

Executive Committee

Chair	Vice Chair	Treasurer	Secretary	Former Chair
Teresa Jacobs	Malcolm McLouth	Mary Martin	Atlee Mercer	Jon B. Rawlson
Commissioner	Governor's Appointee	Vice Mayor of Port Orange	Property Appraiser	Governor's Appointee
Orange County	Brevard County	Volusia County League of Cities	Osceola County	Orange County

Serving Brevard, Lake, Orange, Osceola, Seminole and Volusia Counties.

6 Js
4/25/08

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

Intermodal Systems Development
[illegible]
Orlando, FL 32807-[illegible]

STEPHANIE C. KOPELOUSOS
SECRETARY

AR

April 24, 2008

Mr. Ray Eubanks, Community Program Administrator
Department of Community Affairs, State of Florida
Plan Review & DRI Processing Section
2555 Shumard Oaks Boulevard
Tallahassee, FL 32399-2100

SUBJECT: **PROPOSED COMPREHENSIVE PLAN AMENDMENTS**
LOCAL GOVERNMENT: **SEMINOLE**
DCA #: **08-1**

Dear Mr. Eubanks:

The Department of Transportation has completed its revised review of the above proposed comprehensive plan amendments as requested in correspondence from Anthony Rodriquez dated April 22, 2008, where he forwarded maps which clarified the maximum allowable densities on the proposed amendment sites. Our revised review is attached.

If you have any questions, please contact Judy Pizzo, Systems Planner, at 407-482-7880 or by e-mail at judy.pizzo@dot.state.fl.us.

Sincerely,

Jon V. Weiss, P.E.
Growth Management Supervisor

jp
attachment

cc: Alison Stettner, Seminole County
Jerry McCollum, Seminole County
Phil Laurien, ECFRPC
Rob Magee, FDOT
James Stansbury, DCA

File: H:\OOC\Planning\Growth Management\CompPlanAmendments\CPA Comments_Review\Seminole\Seminole 08-01 CvrLtr 042408.doc

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

GENERAL BACKGROUND INFORMATION

Seminole County has submitted two Future Land Use Map (FLUM) amendments.

For each FLUM amendment, FDOT evaluated how the trip generation potential of the property will change if the proposed FLUM designation is adopted. (Trip generation potential reflects the maximum amount of development that could occur on the property.) The pertinent FLUM designations are as follows:

- *Medium Density Residential.* Allows a maximum of 10 du per acre.
- *High Density Residential.* Allows greater than 10 du per acre.

FDOT Contact:	Judy Pizzo, Systems Planner FDOT District 5 Office of Intermodal Systems Development	Reviewed by:	Cade Braud, P.E., & Kelly Blume, P.E. Kittelson & Associates, Inc.
Telephone:	407-482-7880		407-540-0555
Fax:	407-275-4188		407-540-0550
E-mail:	judy.pizzo@dot.state.fl.us		kblume@kittelson.com
File:	H:\OOC\Planning\Growth Management\CompPlanAmendments\CPA Comments_Review\Seminole\Seminole 08-01 Revised 042308.doc		

COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

FLUM AMENDMENT 1 (SILVERLEAF PARK)

ELEMENTS: Future Land Use Element

RULE REFERENCE: Chapter 163.3177, F.S., Required and optional elements
Chapter 163.3184, F.S., Process for adoption
Chapter 9J-5, F.A.C., MINIMUM CRITERIA FOR REVIEW
Chapter 9J-11, F.A.C., SUBMITTAL AND REVIEW

BACKGROUND

This amendment affects 28.25± acres located on the east side of Oregon Street, approximately 0.5 miles north of SR 46. The property is situated between Oregon Street and I-4.

Trip Generation Potential of Parcels Affected by FLUM Amendment

Scenario	Land Use Designation	Maximum Allowed Intensity	ITE Land Use Code	Size of Development		Daily Trips	P.M. Peak Hour Trips
				Acres	Allowed Develop-ment		
Adopted	Medium Density Residential	10 du/acre	220	28.25	283 units	1,876	175
Proposed	High Density Residential	303 du*	220	28.25	303 units*	1,971	184
Change in Trips						+95	+9

*Based on maps provided by DCA on April 22, 2008

REVIEW COMMENTS

The amendment results in a negligible increase in trips. Therefore, FDOT has no comments on this amendment.

RECOMMENDATIONS

FDOT has no recommendations for this amendment.

FDOT encourages the County to establish a maximum allowed intensity for High Density Residential in the Future Land Use Element per 9J-5.005(06), F.A.C.

FDOT Contact: Judy Pizzo, Systems Planner
FDOT District 5
Office of Intermodal Systems Development
Telephone: 407-482-7880
Fax: 407-275-4188
E-mail: judy.pizzo@dot.state.fl.us

Reviewed by: Cade Braud, P.E., & Kelly Blume, P.E.
Kittelson & Associates, Inc.
407-540-0555
407-540-0550
kblume@kittelson.com

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COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

FLUM AMENDMENT 2 (LAKE FORREST)

ELEMENTS: Future Land Use Element

RULE REFERENCE: Chapter 163.3177, F.S., Required and optional elements
Chapter 163.3184, F.S., Process for adoption
Chapter 9J-5, F.A.C., MINIMUM CRITERIA FOR REVIEW
Chapter 9J-11, F.A.C., SUBMITTAL AND REVIEW

BACKGROUND

This amendment affects 26.8± acres located on the east side of Oregon Street, approximately 0.5 miles north of SR 46. The property is situated between Oregon Street and I-4.

Trip Generation Potential of Parcels Affected by FLUM Amendment

Scenario	Land Use Designation	Maximum Allowed Intensity	ITE Land Use Code	Size of Development		Daily Trips	P.M. Peak Hour Trips
				Acres	Allowed Develop-ment		
Adopted	Medium Density Residential	10 du/acre	220	26.8	268 units	1,777	166
Proposed	High Density Residential	417 du*	220	26.8	417 units*	2,657	247
Change in Trips						+880	+81

*Based on maps provided by DCA on April 22, 2008

The State roadway segments located within two miles of the parcel are shown in the table below.

REVIEW COMMENTS

Based on FDOT data, segments of State roadways within the vicinity of the site currently operate unacceptably and/or are projected to operate unacceptably under background conditions. However, the amendment does not appear to significantly impact these State roadways, so FDOT has no comments on the amendment.

FDOT Contact: Judy Pizzo, Systems Planner
FDOT District 5
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Telephone: 407-482-7880
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E-mail: judy.pizzo@dot.state.fl.us

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COMPREHENSIVE PLAN AMENDMENT REVIEW COMMENTS

Local Government: Seminole County

DCA Amendment #: 08-1

Date of DCA's Request Memo: N/A

Review Comments Deadline: N/A

Today's Date: 04/23/08

State Roadway Segments Affected by FLUM Amendment

Road-way	Segment	FIHS or SIS?	2008				2013				2016			
			LOS Stan-dard	Service Volume at LOS Stan-dard	AADT	Ac-cept-able?	LOS Stan-dard	Service Volume at LOS Stan-dard	AADT	Ac-cept-able?	LOS Stan-dard	Service Volume at LOS Stan-dard	AADT	Ac-cept-able?
SR 46	Lake Co to Orange Blvd	N	D	16,400	23,800	N	D	16,400	28,100	N	D	16,400	30,800	N
	Orange Blvd to Int'l Pkwy	N	D	32,700	30,000	Y	D	32,700	39,900	N	D	32,700	45,900	N
	Int'l Pkwy to I-4	N	D	32,700	31,700	Y	D	32,700	41,000	N	D	32,700	46,600	N
	I-4 to Rinehart Rd	Y	D	49,200	39,700	Y	D	49,200	47,700	Y	D	49,200	52,500	N
	Rinehart Rd to Upsala Rd	Y	D	49,200	33,900	Y	D	49,200	41,000	Y	D	49,200	45,300	Y
	Upsala Rd to Airport Blvd	Y	D	35,700	33,300	Y	D	35,700	39,100	N	D	35,700	42,500	N
	Airport Blvd to Pesimmon Ave	Y	D	35,700	23,000	Y	D	35,700	25,400	Y	D	35,700	26,800	Y
	Pesimmon Ave to US 17-92	N	D	35,700	20,900	Y	D	35,700	24,000	Y	D	35,700	25,800	Y
US 17-92	0.051 mi E of Seminole Blvd to Realignment	N	D	17,220	12,500	Y	D	17,220	13,200	Y	D	17,220	13,500	Y
	I-4 to Volusia Co	Y	D	35,700	24,600	Y	D	35,700	28,600	Y	D	35,700	30,900	Y
I-4	SR 46 to Volusia Co	Y	D	140,200	118,100	Y	D	140,200	133,400	Y	D	140,200	142,600	N

NOTE: The information in this table is from FDOT's LOS_ALL spreadsheet, which is a planning-level analysis tool.

RECOMMENDATIONS

FDOT has no recommendations for this amendment.

FDOT encourages the County to establish a maximum allowed intensity for High Density Residential in the Future Land Use Element per 9J-5.005(06), F.A.C.

FDOT Contact: Judy Pizzo, Systems Planner
FDOT District 5
Office of Intermodal Systems Development
Telephone: 407-482-7880
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Alaqua Lakes PUD (Planned Unit Development) Major Amendment

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:

1. Approve the requested Major Amendment to the Alaqua Lakes PUD, Revised Final Master Plan and Addendum #1 to the Alaqua Lakes PUD Developer's Commitment Agreement and authorize the Chairman to execute the aforementioned documents for 1,250.9 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate, based of staff findings (Robert Dello Russo, applicant); or

2. Deny the requested Major Amendment to the Alaqua Lakes PUD, Revised Final Master Plan and Addendum #1 to the Alaqua Lakes PUD Developer's Commitment Agreement and authorize the Chairman to execute the Denial Development Order for 1,250.9 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate (Robert Dello Russo, applicant); or

3. Continue this item until a time and date certain.

District 5 Brenda Carey Austin Watkins

BACKGROUND:

The Alaqua Lakes PUD (Planned Unit Development) Final Master Plan was approved by the Board of County Commissioners on September 22, 1992 and a subsequent Major Amendment to the PUD was approved by the Board on April 21, 2001. Currently, the PUD is approved for 515 units, at an overall net density of 0 .977 dwelling units per net buildable acre.

At this time, the applicant desires to remove Tract V from the Alaqua Lakes PUD. Tract V contains approximately 10.29 ± acres and is located on Markham Woods Road approximately 3,800 feet south of the main entrance to Alaqua Lakes. Tract V is currently approved for 3 one-acre lots and is separated from the Alaqua Lakes PUD by 148 acres of wetlands. Tract V has a separate entrance off of Markham Woods Roads and cannot internally access the Alaqua Lakes development.

The applicant desires to remove Tract V from the Alaqua Lakes PUD. In a subsequent item, the PUD plan for the "Dello Russo Residence" will be presented. This item includes all of Tract V of the Alaqua Lakes PUD and the applicant is proposing one single-family dwelling and one guest home. The proposed single-family dwelling is approximately 36,000 square feet in size and the proposed guest house will be a maximum of 6,000 square feet in size. All conditions outlined in the Alaqua Lakes PUD for Tract V will be retained in the Dello Russo Residence PUD.

The President of the Alaqua Lakes Homeowners Association has submitted a letter stating that the Association has agreed to Tract V being removed from the Alaqua Lakes PUD, subject to the execution and recording of an agreement between the Applicant and the Association and an amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Alaqua Lakes removing the property, copies of which the letter provided. These legal documents indicate that they were prepared by Richard E. Larsen, a local attorney who practices primarily in the area of homeowners' association law.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:
The Planning and Zoning Commission met on May 7, 2008 and voted unanimously (7-0) to recommend approval of the requested PUD Major Amendment to the Alaqua Lakes PUD, Revised Final Master Plan and Addendum #1 to the Alaqua Lakes PUD Developer's Commitment Agreement for 1,250.9 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate, based of staff findings.

STAFF RECOMMENDATION:

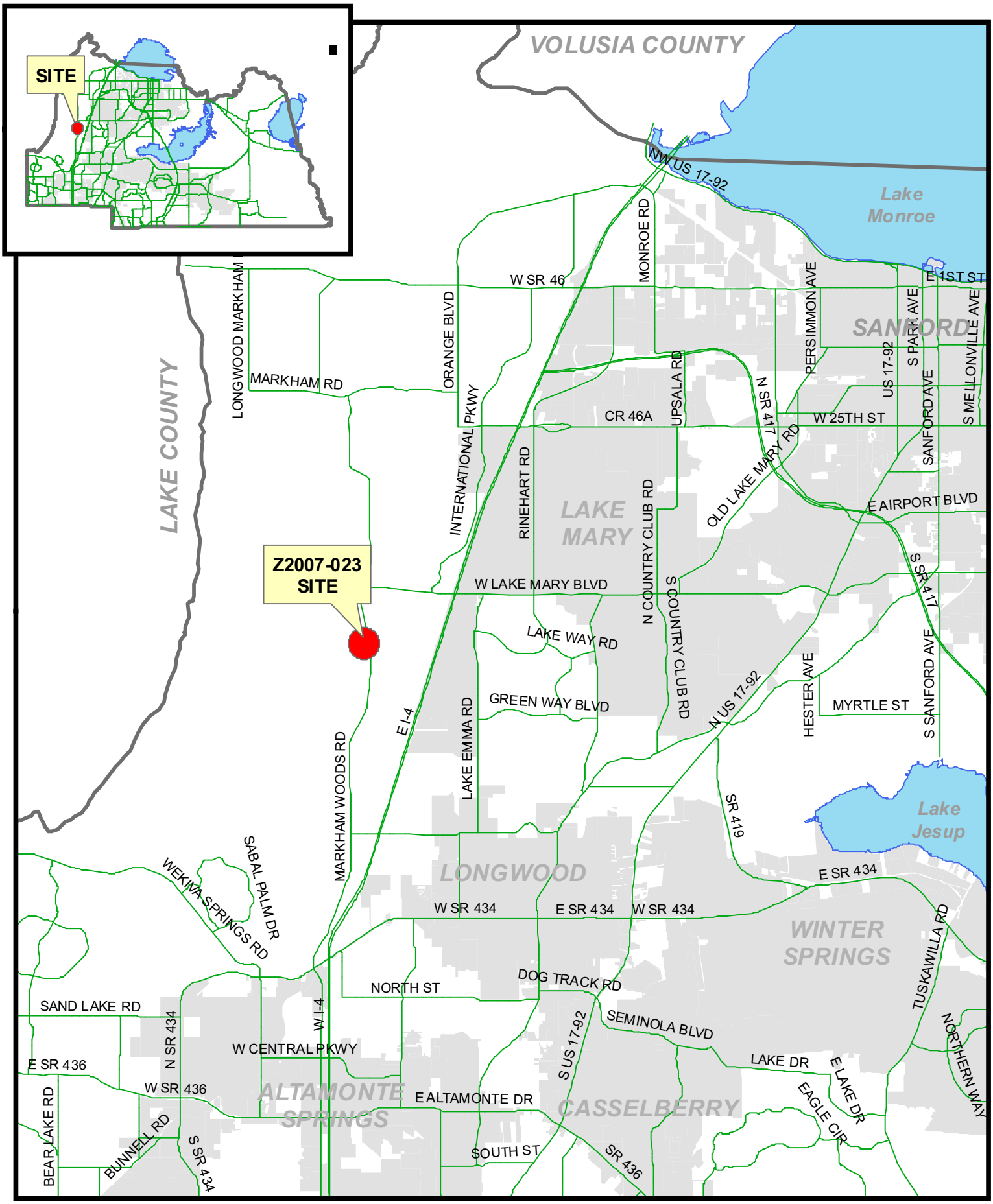
Staff recommends that the Board Approve the requested Major Amendment to the Alaqua Lakes PUD, Revised Final Master Plan and Addendum #1 to the Alaqua Lakes PUD Developer's Commitment Agreement for 1,250.9 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate.

ATTACHMENTS:

1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Revised Final Master Plan
5. Addendum 1 to the Alaqua Lakes PUD
6. Denial Development Order
7. Alaqua Lakes PUD Developer's Commitment Agreement
8. Homeowner's Association Letter
9. LPA P and Z Meeting Minutes

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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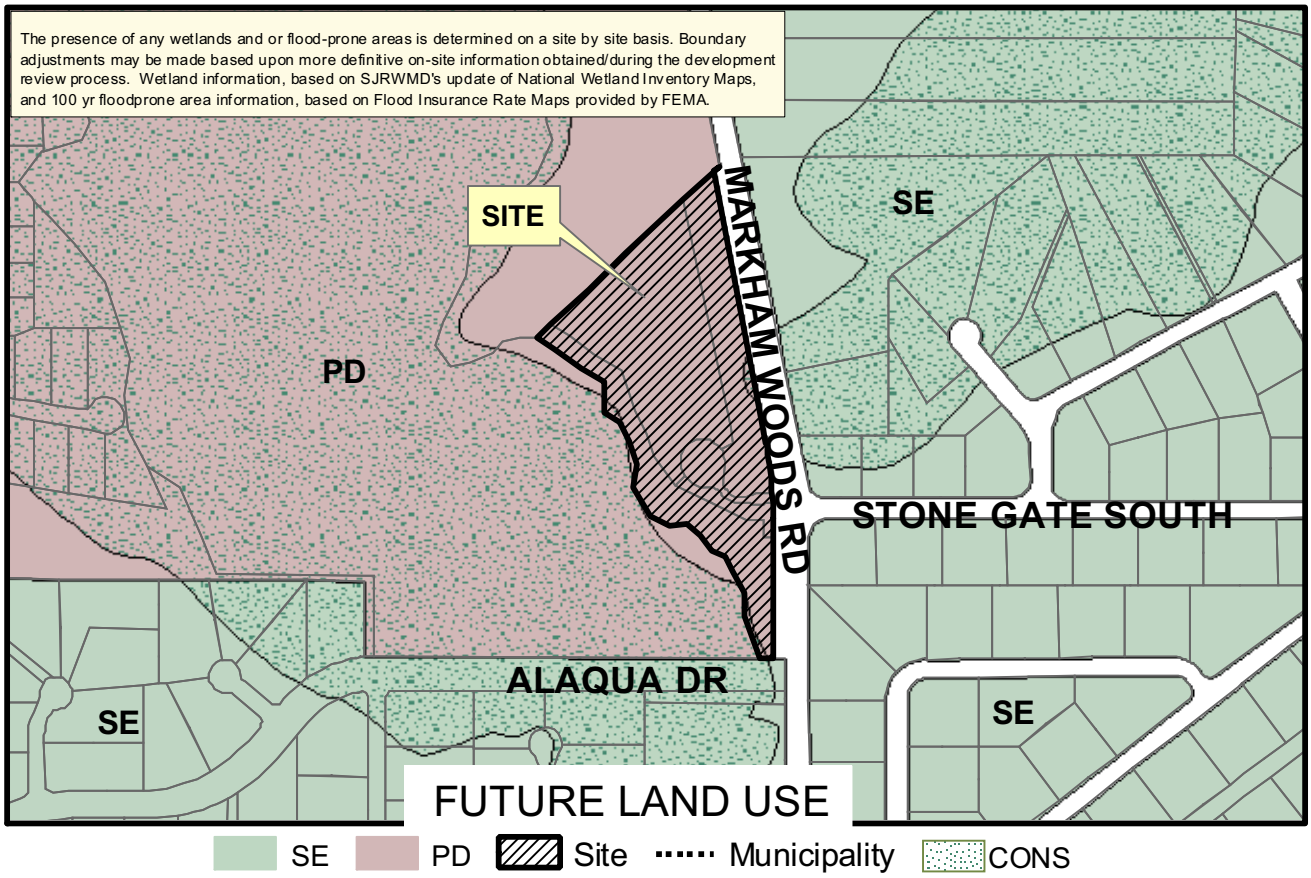
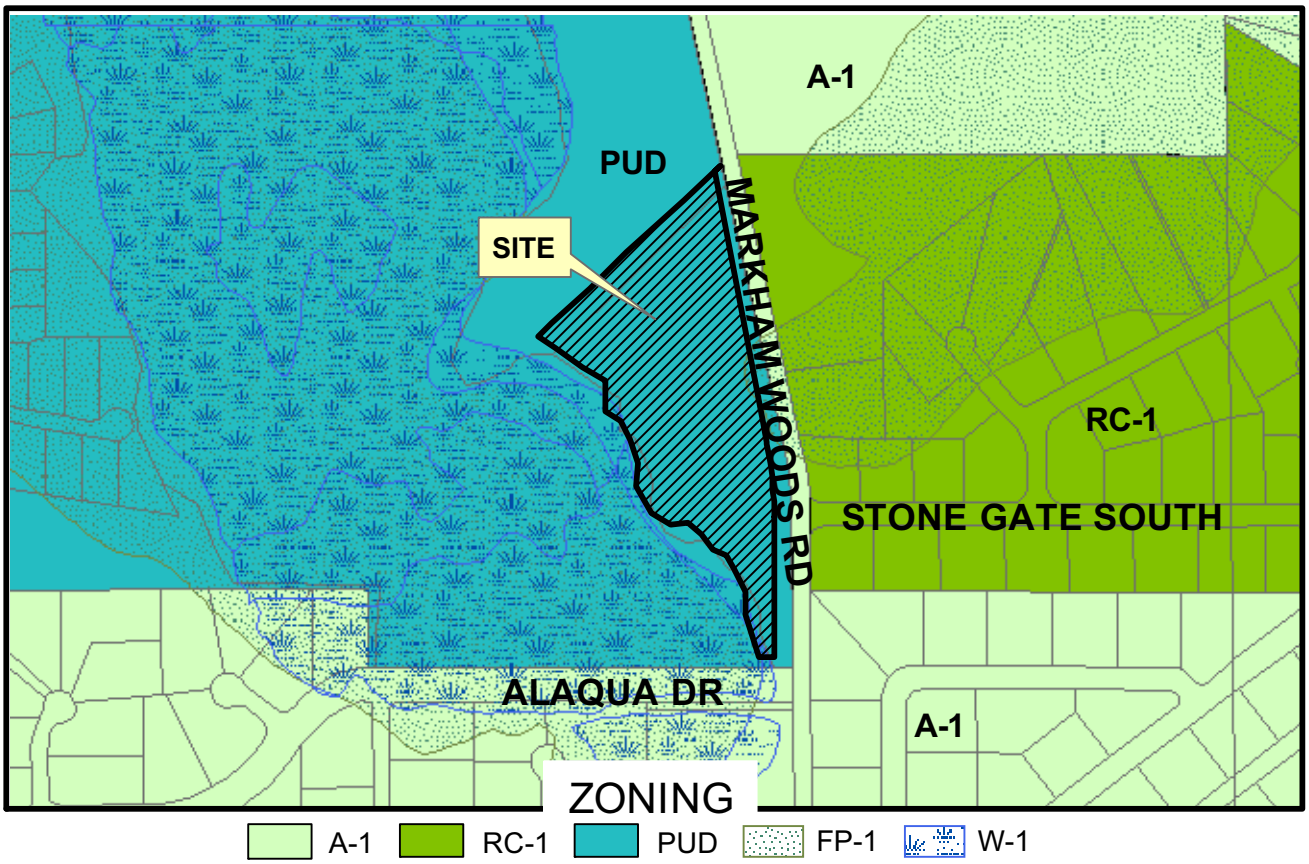


Applicant: Brian Davis, Libra Design Group
Physical STR: 19-20-29-503-0000-0010
Gross Acres: 8.5+/- BCC District: 5
Existing Use: Vacant
Special Notes: None

	Amend/ Rezone#	From	To
FLU	Z2007-023	PUD	PUD
Zoning	- -	- -	- -



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Note: The Future Land Use map reflects the realigned parcel base, whereas the Zoning Map still utilizes the non shifted parcels. On occasion, this will result in discrepancies between the two maps.

Rezone No: Z2007-023
From: PUD To: PUD

Parcel
Subject Property

Winter 2006 Color Aerials

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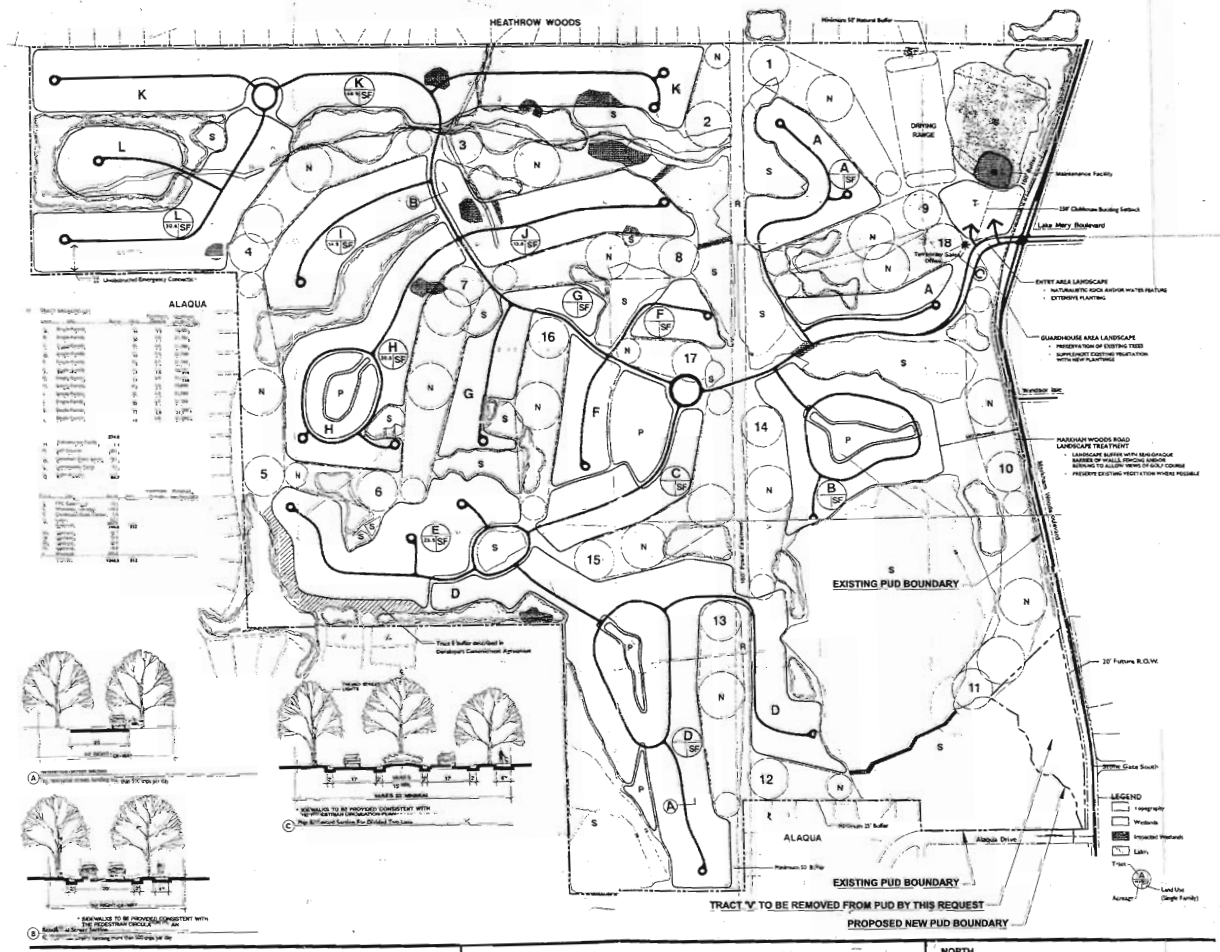


Alaqua LAKES

MASTER LAND USE PLAN

TAYLOR WOODROW COMMUNITIES
Developer

GLATTING JACKSON KERCHER ANGLIN LOPEZ RINEHART, INC.
Planner/Landscape Architect

DONALD W. McINTOSH ASSOCIATES, INC.
Civil Engineer

NORTH

0 200' 400' 800'
GRAPHIC SCALE

REVISED FINAL MASTER LAND USE PLAN
SEMINOLE COUNTY, FLORIDA
DATE: 06/11/2007

MARCH 1996
Revised: May 6, 1996
Mar. 14, 1996

September 20, 1996
Revised: April 24, 2001

ADDENDUM #1 TO THE
ALAQUA LAKES P.U.D.
~~515~~ 512 UNITS
DEVELOPERS COMMITMENT AGREEMENT
APPROVED BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS
Revised April 24, 2001
Revised June 10, 2008

On June 10, 2008, the Board of County Commissioners of Seminole County issued this Addendum to the "Alaqua Lakes PUD, 515 Units, Developer's Commitment Agreement", as amended (the "PUD"), which shall supersede any and all provisions to the contrary in said PUD or other addenda thereto:

(plain text is provided for reference; strikethroughs are deletions and underlines are additions)

III. STATEMENT OF BASIC FACTS:

Total Acreage:	~~1,258.8~~ 1,250.9 acres (Includes 462.7 acres of wetlands along the Little Wekiva River which are not part of the developable area of the project.)
Total Dwelling Units:	~~515~~ 512 maximum dwelling units
Gross Density:	0.65 units per acre (Does not include 462.7 acres of wetlands along the Wekiva River.)

Net Residential Density Calculations:

Total Project Acres	~~1, 258.8~~ 1,250.9 acres
Less Lakes	52.1
Less Wetlands	611.2
Less Florida Power Easement	13.1
Residential Project Acres	~~582.4~~ 577.6
Less Right-of-Way	55.4
Net Residential Acres	~~527.0~~ 522.2

Net Residential Density $\frac{\text{Total Units}}{\text{Net Res. Acres}} = \frac{\cancel{515}\ 512}{\cancel{527}\ 522.2} = .977$

IV. LAND USE

Single Family	~~284.4~~ 279.6	acres
Common Open Space/Community Parks	~~85.6~~ 82.5	
Golf Course	150.6	
Clubhouse/Sales Center	5.0	
Maintenance Facility	1.4	
Florida Power Easement	13.1	
Right-of-Way	55.4	
Lakes	52.1	
Wetlands (on-site)	148.5	
Subtotal	**~~796.1~~ 788.2**	**acres**
Wetlands (off-site)	462.7	acres
TOTAL	**~~1,258.8~~ 1,250.9**	**acres**

V. TRACT BREAKDOWN

Tract	Use	Acres	Units [1]	Maximum Density	Minimum Lot Size (SF)
A.	Single-Family		44	3.0	10,890
B.	Single-Family		30	2.0	21,780
C.	Single-Family		20	2.0	21,780
D.	Single-Family		97	2.0	21,780
E.	Single-Family		35	2.0	21,780
F.	Single-Family		36	30	10,890
G.	Single-Family		18	2.0	21,780
H.	Single-Family		62	3.0	10,890
I.	Single-Family		25	2.0	21,780
J.	Single-Family		25	2.0	21,780
K.	Single-Family		72	2.0	21,780[b]
L.	Single-Family		48	2.0	21,780[b]
~~V.~~	~~Single-Family~~		~~3~~	~~0.8~~	~~43,560~~
		~~284.4~~ 279.6			
M.	Maintenance Facility	1.4			
N.	Golf Course	150.6			
0.	Common Open Space[c]	~~76.3~~ 73.2			
P.	Community Parks	9.3			
Q.	Right-of-Way	55.4			
R.	FPC Easement	13.1			
S.	Wetlands (on-site) [d]	148.5			
T.	Clubhouse/Sales Center	5.0			
U.	Lakes[d] [c]	52.1			
	Subtotal	**~~796.1~~ 788.2**	**~~515~~ 512**		
2A.	Wetland	54.7			
2B.	Wetland	70.5			
3D.	Wetland	60.0			
3E.	Wetland	18.0			
4.	Wetland	259.5			
	TOTAL	**~~1,258.8~~ 1,250.9**	**~~515~~ 512**		

(a) Developer reserves the right to develop phases as conditions may dictate. It is anticipated that Tracts A, B, and C will be developed initially. Each tract will be designed such that it may stand alone. Easements and services shall be provided as required.

(b) All lots contiguous to Heathrow Woods in Tract "K" and all lots contiguous to Alaqua in Tract "L" shall be a minimum of 2/3-acre (29,040 sq. ft.) in size and maintain a minimum lot width of 150 feet as defined in VI. Building and Lot Restrictions.

(c) All Common Open Space shall be owned and maintained by the homeowners association.

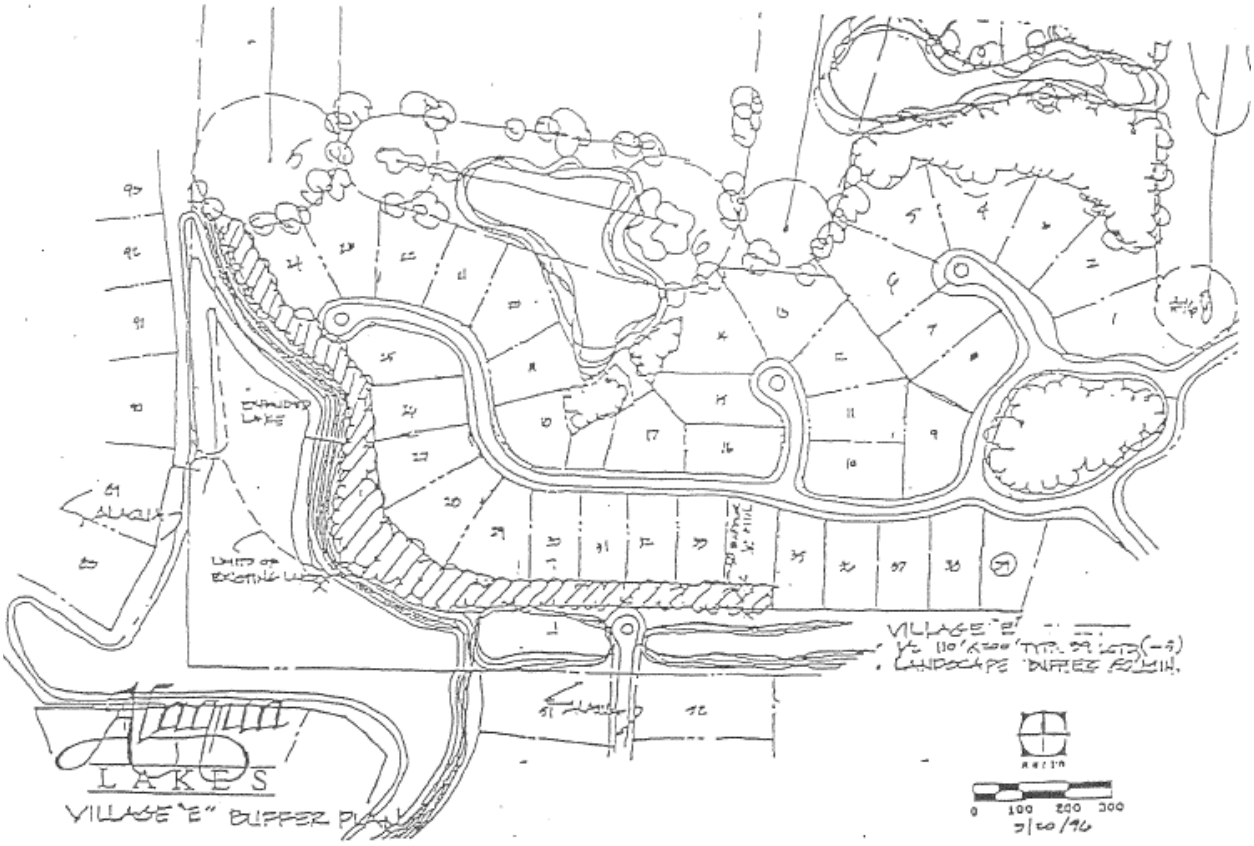
(d) A DWCE will be dedicated to Seminole County over lakes, on-site wetlands, and all areas below the Post-Development 100-year/24-hour flood prone elevation.

(e) The "Lakes" shown are an integral part of the Stormwater Management Plan for Alaqua Lakes and will be owned and maintained by either the Alaqua Lakes Homeowners Association or the Golf Course.

(f) The Developer has the ability to shift lots between villages during final design. In no case shall the maximum number of lots exceed 515 lots. In no case shall the maximum number of 1/4 acres lots exceed 142.

(g) A buffer, of varying width, shall separate lots within Village E, which are contiguous to the lake shoreline and west of the former connection of Hassi Point. A chain link fence shall separate the Alaqua Lakes lots from the buffer. Lots located south of the road, in Tract E, shall be 150 feet wide.

Buffer size - The buffer shall be measured from the top of bank. In no case shall the buffer be less than 50 feet. In its widest part, the buffer shall exceed 100 feet. The total acreage of the buffer shall be a minimum of 3.0 acres. The intent is shown in the sketch below. Lots are shown at approximately one-half acre. Opposite Alaqua Lots 51 and 52, the buffer shall be a minimum of 75 feet.



Buffer planting – Where there is no plant material, or the existing plant material does not provide an opaque separation, the Developer shall install plant material at a density no less than that shown on the upland buffer plan.

The improvements and plantings for said buffer shall be required as soon as possible and completed prior to the Certificate of Occupancy for any homes within Tract E. Developer shall provide a plan for monitoring the progress of the plant material.

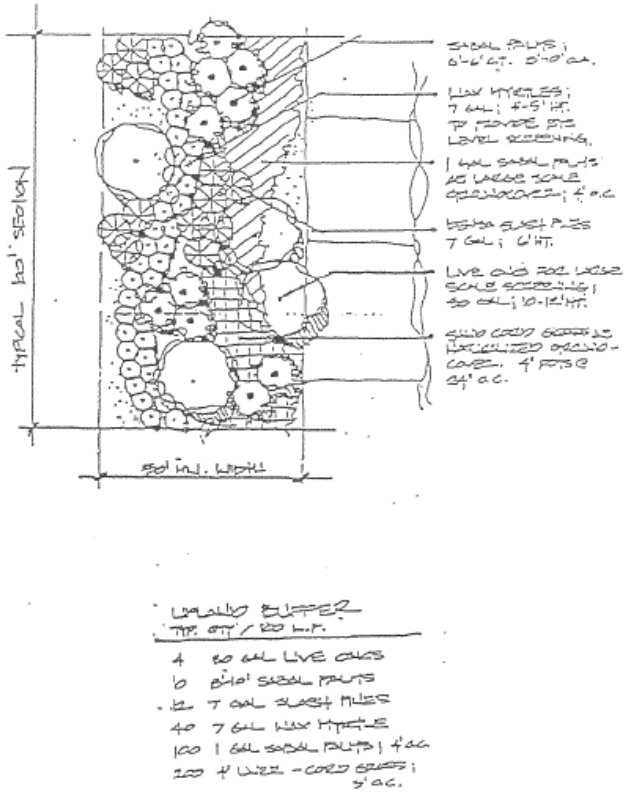
Littoral zone planting – The lake shoreline adjacent to the buffer shall be landscaped with appropriate plant material at a density no less than that shown on the wetland buffer plan. Plant material shall be selected from the following plant palette.

Trees

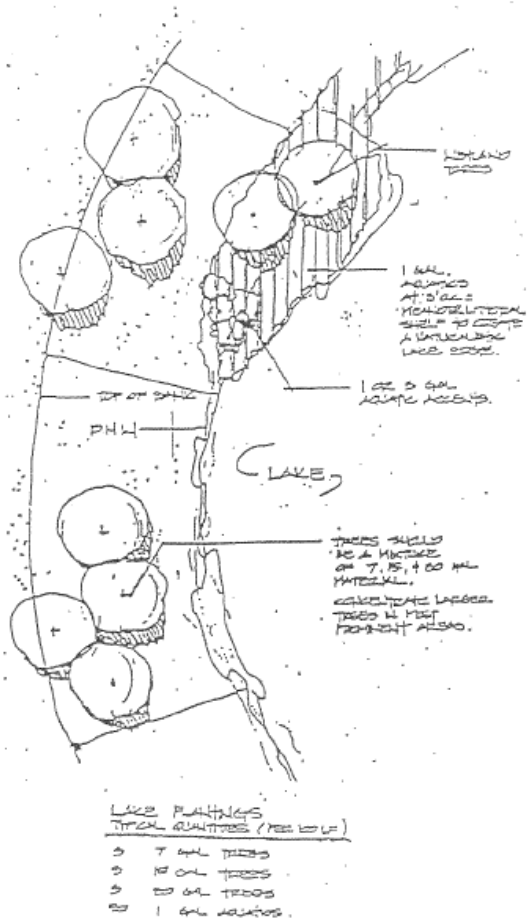
Waters edge	Top of bank
Bald cypress	Laurel oak
Swamp tupelo	Red maple
Red maple	Sweetgum
	Cabbage palm
	Wax myrtle
	Slash Pine
	Sweetbay
	Loblolly bay

Aquatics

White water lily	Cordgrass
Duck-potato	Maidencane
Arrowhead	
Pickerelweed	
Sedges	
Bulrush	
Blue flag iris	
Soft rush	



Upland Buffer Plan



Wetland Buffer Plan

VIII. LANDSCAPING, SIGNAGE AND BUFFERS

A. Landscaping along Markham Woods Road will consist of a combination of trees, wall, or landscape plantings to provide an attractive visual buffer within a ten (10) foot landscape easement behind the right-of-way.

B. This project shall comply with the provisions of the Seminole County Arbor Ordinance and no trees shall be removed without a permit.

C. All landscaped areas to comply with site distance requirements per Green Book Standards.

D. In addition to signage permitted in the Land Development Code, the applicant shall be permitted an identification sign for Alaqua, not to exceed thirty-two (32) square feet of copy area, located along Markham Woods Road.

E. There will be a 100 foot natural buffer between the maintenance facility and the north property line and the maintenance facility and Markham Woods Road. The buffer will be supplemented with additional plant material where necessary to create a visually opaque screen.

F. A landscaped buffer shall be provided between Parcel B and the golf course to the east.

G. Developer shall fund up to 50 percent of the cost of a 6 foot masonry wall for the entire length of Heathrow Woods and Alaqua Lakes, provided that the residents of Heathrow Woods and the Developer can arrive at an agreement as to the type and design of the wall structure. This obligation of the Developer shall expire if such agreement has not been reached by May 14, 1997.

H. The Developer shall provide the following buffers:

1. A 25 foot buffer on the south side of Tract D, backing up to the lots in Alaqua

2. A 50 foot irrigated landscaped buffer shall be installed abutting the eastern property lines of Lots 17 and 18, Alaqua Lakes Phase II, located at the southern end of Deer Chase Run, adjacent to the Florida Power Corporation power line easement. This buffer shall consist of a minimum of 84 slash pines (5-6 feet in height at installation), supplemented with a minimum of 109 wax myrtles (2-3 feet in height at installation), to create opacity within 24 months of planting, according to the attached Exhibit B, Alaqua Lakes Buffer sketch plan dated March 23, 2001.

3. Retention of a 50 foot natural buffer north of the driving range, which shall include the replanting of the dirt road.

~~4. Retention of a 100 foot natural buffer between Parcel V and the right-of-way line of Markham Woods Road.~~

~~I. The Developer shall demonstrate that at least fifty percent (50%) of the trees located with the developable areas of Tract V, including areas subject to residential platting, are preserved on-site. When fifty percent (50%) of the trees cannot be reasonably preserved, a tree replacement ratio shall be implemented as provided for in the Land Development Code of Seminole County. This ratio shall require an increasing number of replacement trees based upon the size of a tree's caliper.~~

~~J. An upland buffer average 50 feet but no less than 25 feet in width shall be maintained surrounding areas assigned the Conservation land use designation or FP-1 or W-1 zoning classification or properties which have been designated as conservation areas of conservation easement within or adjacent to Tract V.~~

OWNERS' CONSENT AND COVENANT

COMES NOW, the owners, Robert and Diane Dello Russo , on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Commitment Agreement.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

Robert G. Dello Russo

_____
Robert G. Dello Russo

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

Diane M. Dello Russo

_____
Diane M. Dello Russo

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____, as_____, who is personally known to me or who has produced_____ as identification.

_____
Notary Public

_____
(Name of Notary, typed, printed or stamped)
My Commission Expires:

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, Alaqua Lakes Community Association, Inc., on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Commitment Agreement.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

Alaqua Lakes Community Association, Inc.

_____
Robert T. Rosen, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____, as_____, who is personally known to me or who has produced_____ as identification.

_____
Notary Public

_____
(Name of Notary, typed, printed or stamped)
My Commission Expires:

Exhibit "A"
<u>Legal Description</u>

That portion of Sections 10, 11, 14, and 15, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

BEGIN at the Northeast corner of Lot 1, ALAQUA PHASE I, as recorded in Plat Book 33, Pages 67 through 71, of the Public Records of Seminole County, Florida; thence run the following four courses along the Northerly line of said ALAQUA PHASE I and the East line of ALAQUA PHASE II, as recorded in Plat Book 38, Pages 27 though 29, of said Public Records; thence run N 89º38'27" W for a distance of 1327.90 feet; thence run S 00º23'49" E for a distance of 663.75 feet; thence run N 89º42'48" W for a distance of 1322.51 feet; thence run N 00º50'26" W for a distance of 1996.10 feet to the Northeast corner of said ALAQUA PHASE II; thence run the following 3 courses along the Northerly line of said ALAQUA PHASE II and the Northerly line of ALAQUA PHASE III, as recorded in Plat Book 42, Pages 1 though 8, of said Public Records; thence run N 89º53'43" W for a distance of 2366.46 feet; thence run N 00º51'49" W for a distance of 2647.89 feet; thence run N 89º51'15" W for a distance of 1526.00 feet to a point on the Southerly line of lands described in Official Record Book 1656, Pate 1928 of said Public Records; thence run N00º18'07" E along said Southerly line for a distance of 1702.89 feet; thence fun S 89º41'53" E along said Southerly line and the Southerly line of HEATHROW WOODS, as recorded in Plat Book 41, Pages 26 though 30 of said Public Records and the Westerly extension thereof, for a distance of 7863.02 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1129.75 feet and a chord bearing of S 15º58'19" W, said point being on the Westerly Right-of-Way line of Longwood-Markham Road (Markham Woods Road) as described in Official Record Book 1825, Page 1768 of the Public Records of Seminole County, Florida' thence run Southwesterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 04º29'42" for a distance of 88.63 feet to the point of tangency; thence run S 18º13'10" W along said Westerly Right-of-Way line for a distance of 830.43 feet; thence run S 25º44'05" W for a distance of 104.54 feet to the point of curvature of a curve concave Southeasterly having a radius of 1919.37 feet; thence run Southwesterly along the arc of said curve through ha central angle of 07º30'55" for a distance of 251.76 feet; thence run S 18º13'10" W for a distance of 187.20 feet; thence run S 18º48'47" W for a distance of 193.02 feet; thence run S 18º13'10" W for a distance of 117.12 feet to the point of curvature of a curve concave Southeasterly having a radius of 971.53feet; thence run Southwesterly along the arc of said curve through as central angle of 13º47'38" for a distance of 233.90 feet; thence run S 04º25'32" W for a distance of 17.37 feet; thence run S 18º13'10" W along said Westerly Right-of-Way line for a distance of 1.84 feet to the point of curvature of a curve concave Southeasterly having a radius of 590.07 feet; thence run Southwesterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 29º54'04" for a distance of 307.94 feet to the point of tangency; thence run S 11º40'54" E along said Westerly Right-of-Way line for a distance of 3047.96 feet to the point of curvature of a curve concave Southwesterly having a radius of 1615.39 feet; thence run Southeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle 10º41'37" for a distance of 301.49 feet' thence run S 00º59'17" E along said Westerly Right-of-Way line for a distance of 393.17 feet to the North line of ALAQUA DRIVE (100' Right-of-Way)' thence run N 89º38'54" W along said North Right-of-Way line for a distance of 1275.69 feet to the East line of the aforesaid Lot 1, ALAQUA PHASE I; thence run N 00º01'34" E along said East line for a distance of 230.00 feet to the Point of Beginning.

less

That part of Tract "F3", ALAQUA LAKES PHASE I, as recorded in Plat Book 52, Pages 70 through 80, of the Public Records of Seminole County, Florida, described as follows: Begin at the Southeast corner of said Tract "F3"; then run N 89º38'54" W along the South line of said Tract "F3" for a distance of 40.07 feet; then the following eighteen (18) courses along the Westerly boundary of said Tract "F3": N 21º37'22" W for a distance of 121.66 feet; thence run N 01º49'41" E for a distance of 72.48 feet; thence run N 27º40'07" W for a distance of 74.44 feet; thence run N 30º51'50" W for a distance of 48.14 feet; thence run N 64º13'22" W for a distance of 45.71 feet; thence run N 38º14'04" W for a distance of 58.47 feet; thence run N 50º35'27" W for a distance of 54.00 feet; thence run S 84º00'52" W for a distance of 51.44 feet thence run N 60º11'05" W for a distance of 67.20 feet; thence run N 30º35'39" W for a distance of

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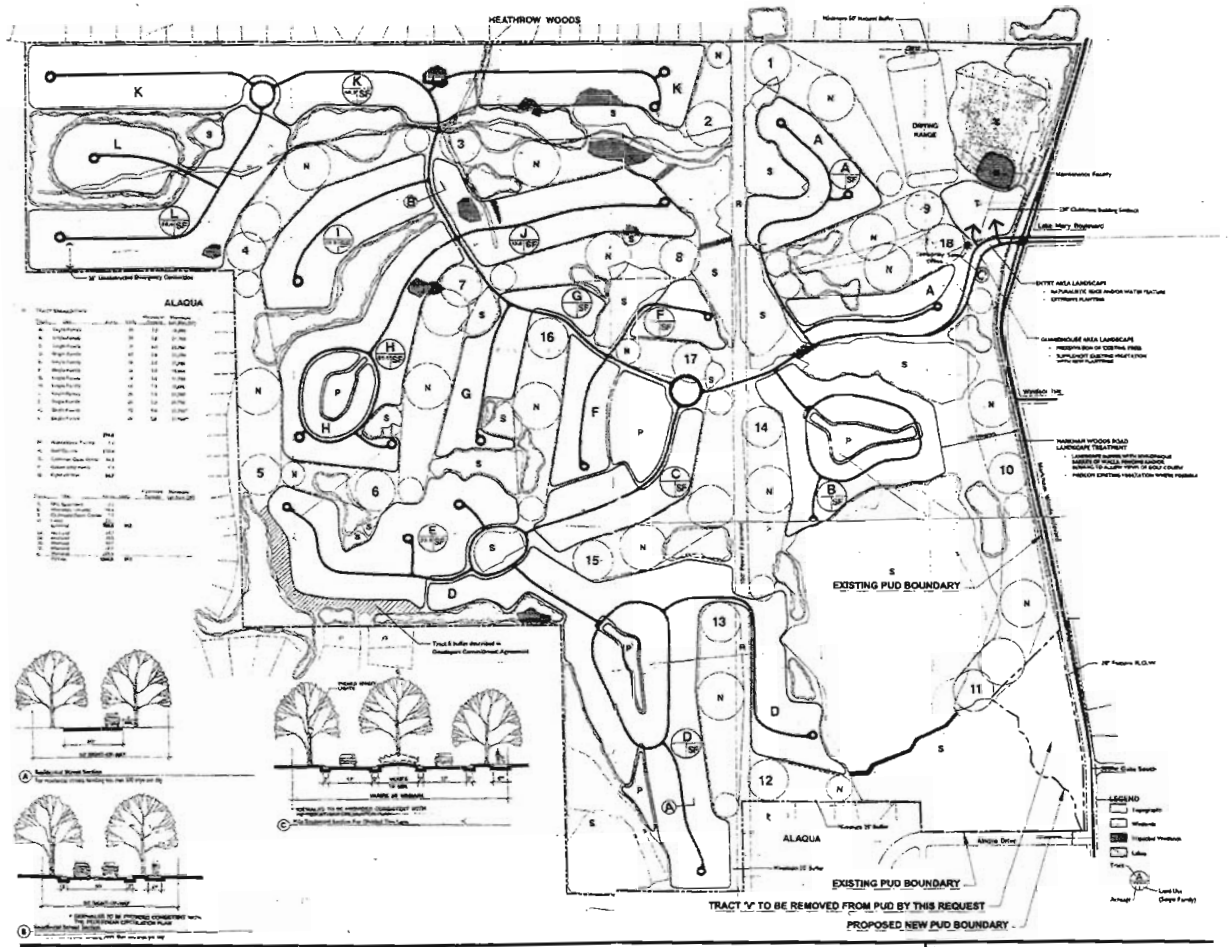
Containing 785.16 acres more or less and being subject to any right-of-way, restrictions and easements of record.

Exhibit "B"
Revised Final Master Plan



Alaqua LAKES

MASTER LAND USE PLAN

TAYLOR WOODROW COMMUNITIES
Developer

GLATTING JACKSON KERCHER ANGLIN LOPEZ RINEHART, INC.
Planner / Landscape Architect

DONALD W. McINTOSH ASSOCIATES, INC.
Civil Engineer

NORTH

0 200' 400' 800'
GRAPHIC SCALE

REVISED FINAL MASTER LAND USE PLAN
SEMINOLE COUNTY, FLORIDA
DATE: 06/11/2007

MARCH 1996

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 10, 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): Robert and Diane Dello Russo

Project Name: Alaqua Lakes PUD Major Amendment

Requested Development Approval: The applicant is requesting a Major Amendment to the Alaqua Lakes PUD for 10.29 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate

The Board of County Commissioners has determined that the requested Major Amendment to the Alaqua Lakes PUD is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Alaqua Lakes PUD Major Amendment" and all evidence submitted at the public hearing on June 10, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested PUD Major Amendment should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Brenda Carey, Chairman

EXHIBIT "A"

Legal Description

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Containing 785.16 acres more or less and being subject to any right-of-way, restrictions and easements of record.

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2002032833 BK 04327 PG 1718 REC'D 02/15/2002 01:36:57 PM REC'D BY S Coarney

RETURN TO SANDY McCANN

ALAQUA LAKES P.U.D.
515 UNITS
DEVELOPERS COMMITMENT AGREEMENT
APPROVED BY THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Revised April 24, 2001

I. LEGAL DESCRIPTION: See attached Exhibit "1"

II. FINAL MASTER PLAN: See attached Exhibit "A"

III. STATEMENT OF BASIC FACTS:

Total Acreage: 1,258.8 acres
(Includes 462.7 acres of wetlands along the Little Wekiva River which are not part of the developable area of the project.)

Total Dwelling Units: 515 maximum dwelling units

Gross Density: 0.65 units per acre
(Does not include 462.7 acres of wetlands along the Wekiva River.)

Net Residential Density Calculations:

Total Project Acres	1,258.8	acres
Less Lakes	52.1	
Less Wetlands	611.2	
Less Florida Power Easement	13.1	
Residential Project Acres	582.4	
Less Right-of-Way	55.4	
Net Residential Acres	527.0	

Net Residential Density $\frac{\text{Total Units}}{\text{Net Res. Acres}} = \frac{515}{527} = .977$

IV. LAND USE

Single Family	284.4	acres
Common Open Space/Community Parks	85.6	
Golf Course	150.6	
Clubhouse/Sales Center	5.0	
Maintenance Facility	1.4	
Florida Power Easement	13.1	
Right-of-Way	55.4	
Lakes	52.1	
Wetlands (on-site)	148.5	
Subtotal	**796.1**	**acres**
Wetlands (off-site)	462.7	acres
TOTAL	**1,258.8**	**acres**

V. TRACT BREAKDOWN

Tract	Use	Acres	Units[1]	Maximum Density	Minimum Lot Size (SF)
A.	Single-Family		44	3.0	10,890
B.	Single-Family		30	2.0	21,780
C.	Single-Family		20	2.0	21,780
D.	Single-Family		97	2.0	21,780
E.	Single-Family[g]		35	2.0	21,780
F.	Single-Family		36	3.0	10,890
G.	Single-Family		18	2.0	21,780
H.	Single-Family		62	3.0	10,890
I.	Single-Family		25	2.0	21,780
J.	Single-Family		25	2.0	21,780
K.	Single-Family		72	2.0	21,780[b]
L.	Single-Family		48	2.0	21,780[b]
V.	Single-Family		3	0.8	43,560
		284.4			
M.	Maintenance Facility	1.4			
N.	Golf Course	150.6			
O.	Common Open Space[c]	76.3			
P.	Community Parks	9.3			
Q.	Right-of-Way	55.4			

Tract	Use	Acres	Units[1]	Maximum Density	Minimum Lot Size (SF)
R.	FPC Easement	13.1			
S.	Wetlands (on-site)[d]	148.5			
T.	Clubhouse/Sales Center	5.0			
U.	Lakes[d][c]	52.1			
	Subtotal	**796.1**	**515**		
2A.	Wetland	54.7			
2B.	Wetland	70.5			
3D.	Wetland	60.0			
3E.	Wetland	18.0			
4.	Wetland	259.5			
	TOTAL	**1,258.8**	**515**		

(a) Developer reserves the right to develop phases as conditions may dictate. It is anticipated that Tracts A, B, and C will be developed initially. Each tract will be designed such that it may stand alone. Easements and services shall be provided as required.

(b) All lots contiguous to Heathrow Woods in Tract "K" and all lots contiguous to Alaqua in Tract "L" shall be a minimum of 2/3-acre (29,040 sq. ft.) in size and maintain a minimum lot width of 150 feet as defined in VI. Building and Lot Restrictions.

(c) All Common Open Space shall be owned and maintained by the homeowners association.

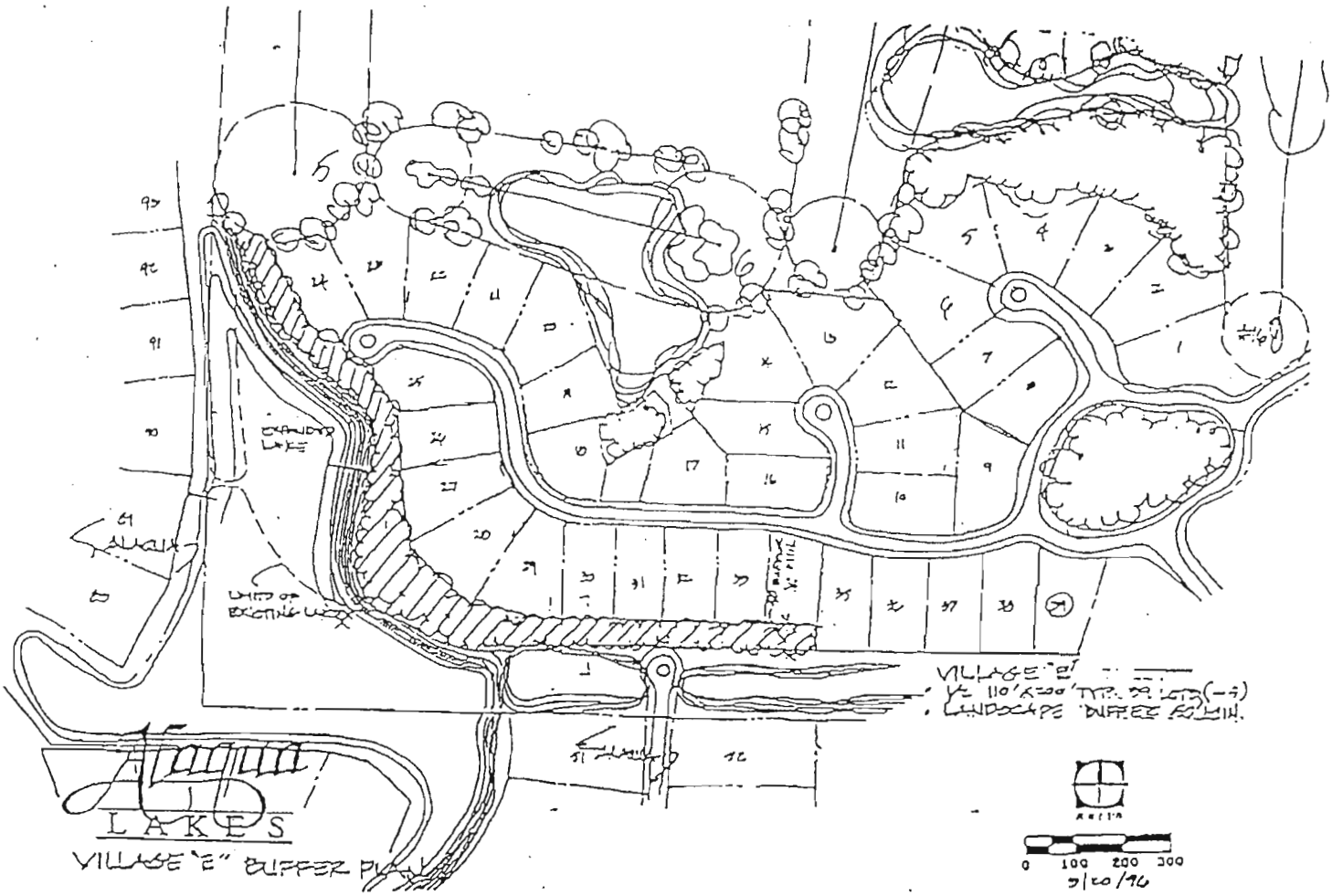
(d) A DWCE will be dedicated to Seminole County over lakes, on-site wetlands, and all areas below the Post-Development 100-year/24-hour flood prone elevation.

(e) The "Lakes" shown are an integral part of the Stormwater Management Plan for Alaqua Lakes and will be owned and maintained by either the Alaqua Lakes Homeowners Association or the Golf Course.

(f) The Developer has the ability to shift lots between villages during final design. In no case shall the maximum number of lots exceed 515 lots. In no case shall the maximum number of 1/4 acres lots exceed 142.

(g) A buffer, of varying width, shall separate lots within Village E, which are contiguous to the lake shoreline and west of the former connection of Hassi Point. A chain link fence shall separate the Alaqua Lakes lots from the buffer. Lots located south of the road, in Tract E, shall be 150 feet wide.

Buffer size - The buffer shall be measured from the top of bank. In no case shall the buffer be less than 50 feet. In its widest part, the buffer shall exceed 100 feet. The total acreage of the buffer shall be a minimum of 3.0 acres. The intent is shown in the sketch below. Lots are shown at approximately one-half acre. Opposite Alaqua Lots 51 and 52, the buffer shall be a minimum of 75 feet.



Buffer planting – Where there is no plant material, or the existing plant material does not provide an opaque separation, the Developer shall install plant material at a density no less than that shown on the upland buffer plan.

The improvements and plantings for said buffer shall be required as soon as possible and completed prior to the Certificate of Occupancy for any homes within Tract E. Developer shall provide a plan for monitoring the progress of the plant material.

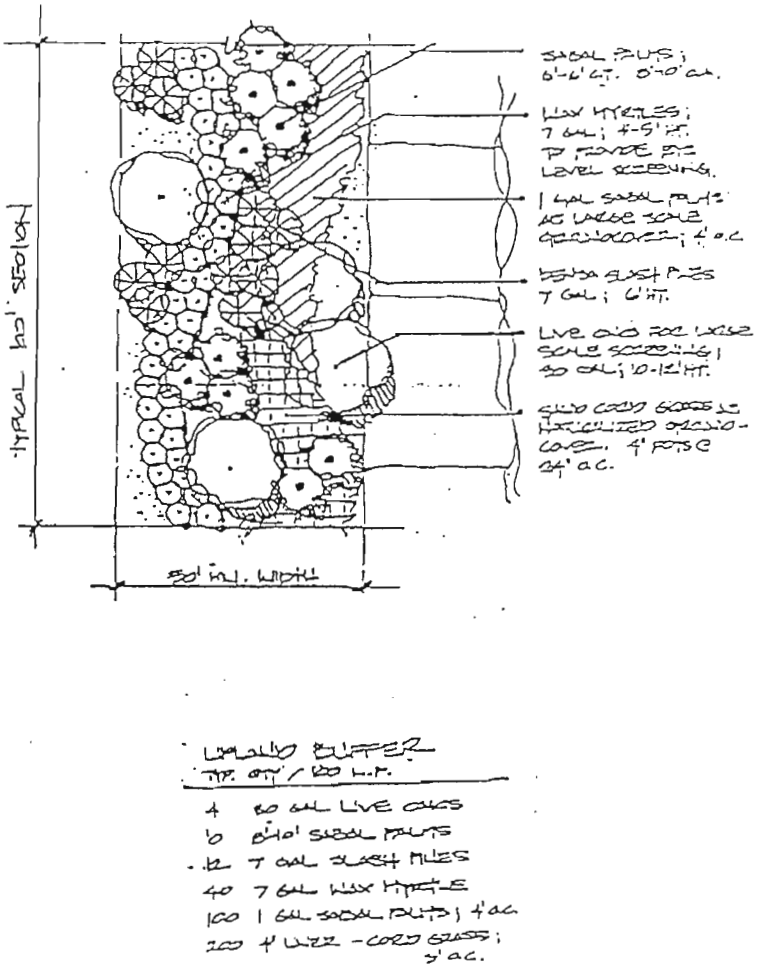
Littoral zone planting – The lake shoreline adjacent to the buffer shall be landscaped with appropriate plant material at a density no less than that shown on the wetland buffer plan. Plant material shall be selected from the following plant palette.

Trees

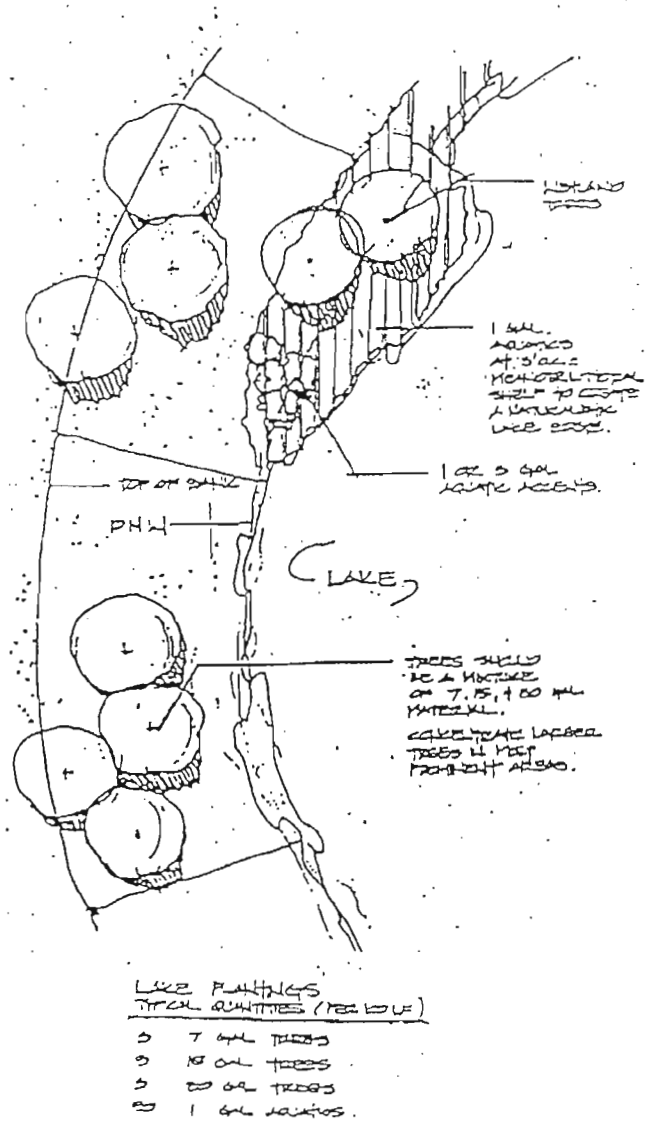
Waters edge	Top of bank
Bald cypress	Laurel oak
Swamp tupelo	Red maple
Red maple	Sweetgum
	Cabbage palm
	Wax myrtle
	Slash Pine
	Sweetbay
	Loblolly bay

Aquatics

White water lily	Cordgrass
Duck-potato	Maidencane
Arrowhead	
Pickerelweed	
Sedges	
Bulrush	
Blue flag iris	
Soft rush	



Upland Buffer Plan



Wetland Buffer Plan

VI. BUILDING AND LOT RESTRICTIONS

A. Residential

	1-Acre	2/3-Acre	1/2-Acre	1/4-Acre
Minimum Lot Size*	43,560 sf	29,040 sf	21,780 sf	10,890 sf
Minimum Dwelling Size	2,200 sf	2,000 sf	1,800 sf	1,800 sf
Maximum Building Height	35 ft.	35 ft.	35 ft.	35 ft.
Front Setback	50 ft.	25 ft.	25 ft.	25 ft.
Rear Setback	30 ft.	25 ft.	25 ft.	25 ft.
Side Setback	10 ft.	10 ft.	10 ft.	7.5 ft.
Side Street Setback	50 ft.	25 ft.	25 ft.	25 ft.
Minimum Lot Width**	150 ft.	150 ft.	100 ft.	80 ft.
Accessory Structures, including detached garages, pools, side and rear setbacks***	10 ft.	10 ft.	10 ft.	7.5 ft.

* Minimum lot size shall be exclusive of wetlands, flood prone, and road right-of-way.

** Lot width on irregular lots (cul-de-sacs) can be 75 percent at the front building line.

*** Accessory structures and pools shall be set back a minimum of 25 feet from side streets and shall not project in front of the established building line.

B. Clubhouse/Sales Center – A portion of the Clubhouse tract (Tract T) shall be used as a Sales Center for the sale of lots and dwellings in Alaqua and the Alaqua Lakes PUD. A temporary trailer may be used for the Sales Center. Upon completion of all phases of the development and the final Certificate of Occupancy, the Sales Center facility will either be removed or remodeled to serve as part of the clubhouse facility.

Golf course clubhouse to be located a minimum of 250 feet from the existing Markham Woods Road right-of-way with a buffer screen along Markham Woods Road 25 feet in width, 100 percent opaque to a height of 4-1/2 feet. Plants will be planted in a natural pattern and not simply a row of trees. Oak trees will be the predominant plants (12 to 14 feet in height, 6 inch DBH, minimum 60-65 gallon container size).

Parking lot lighting for the clubhouse facility shall be a minimum of 16 ft. in mounting height using cut-off luminaire (down draft) fixtures.

VII. VEHICLE AND PEDESTRIAN CIRCULATION SYSTEM

A. Sidewalks shall be constructed such that they occur along all lot frontages and at a minimum on one side of internal streets. The exception to this may be in 1/4-acre villages where the sidewalk system may be integrated with the village open space rather than the streets. The location of sidewalks and pathways is conceptually shown on the Pedestrian Circulation Plan. The exact location of all sidewalks shall be determined during Final Design.

The sidewalk along the main parkway from the main entrance to the community park shall be a minimum of six (6) feet in width. All other internal sidewalks shall be a minimum of five (5) feet in width.

B. A sidewalk five (5) feet in width shall be constructed along the Alaqua Lakes frontage along Markham Woods Road. The portion from the project entrance to the north property boundary shall be installed concurrent with the development of Phase I. The sidewalk along Markham Woods Road, south of the project entrance shall be installed by December 31, 1998.

C. In accordance with the conditions of approval of PUD Zoning, the Developer hereby agrees to:

1. Limit permanent access to Markham Woods Road to a main entrance at Lake Mary Boulevard. A secondary entrance on Markham Woods Road shall be permitted to serve Parcel V only.
2. Dedicate up to twenty (20) feet of right-of-way along Markham Woods Road as required by Seminole County for a sixty (60) foot half right-of-way for future four-laning.
3. Construct turn lanes at the intersection of Markham Woods Road and Lake Mary Boulevard prior to the issuance of the first C.O. The Developer shall fund the cost of the additional turn lane construction resulting from the additional impacts of Alaqua Lakes.

D. On the main boulevard and any other divided two-lane road, minimum pavement width for each lane shall be 17 feet, exclusive of curb, including curb, there shall be 20 feet of driving surface.

E. Permanent dead end streets or cul-de-sacs shall not exceed fifteen hundred (1,500) feet in length, and in no case shall more than fifty (50) dwelling units front on any cul-de-sac.

F. Internal undivided two-lane roads, shall have a minimum unobstructed driving surface of twenty (20) feet.

G. Within 1/4-acre lot villages, roads will be a minimum of twenty (20) feet wide.

H. Internal roads, not including the main boulevard, where centerline radii are less than 180 feet, but more than 100 feet, the speed limit shall be reduced to 15 mph and the allowable pavement width shall be 20 feet exclusive of curbs.

I. The Developer shall dedicate right-of-way needed to accomplish the proposed intersection improvements on Markham Woods Road within 60 days of Final Master Plan approval. This condition has been satisfied.

J. The Developer shall be responsible for necessary resignalization of the Markham Woods Road/Lake Mary Boulevard intersection in conjunction with the proposed intersection improvements.

The Developer will participate in the cost of implementing the County closed loop traffic signal system from Markham Woods Road to I-4. The level of participation will be based upon a fair share contribution of Alaqua Phase IV traffic.

VIII. LANDSCAPING, SIGNAGE AND BUFFERS

A. Landscaping along Markham Woods Road will consist of a combination of trees, wall, or landscape plantings to provide an attractive visual buffer within a ten (10) foot landscape easement behind the right-of-way.

B. This project shall comply with the provisions of the Seminole County Arbor Ordinance and no trees shall be removed without a permit.

C. All landscaped areas to comply with site distance requirements per Green Book Standards.

D. In addition to signage permitted in the Land Development Code, the applicant shall be permitted an identification sign for Alaqua, not to exceed thirty-two (32) square feet of copy area, located along Markham Woods Road.

E. There will be a 100 foot natural buffer between the maintenance facility and the north property line and the maintenance facility and Markham Woods Road. The buffer will be supplemented with additional plant material where necessary to create a visually opaque screen.

F. A landscaped buffer shall be provided between Parcel B and the golf course to the east.

G. Developer shall fund up to 50 percent of the cost of a 6 foot masonry wall for the entire length of Heathrow Woods and Alaqua Lakes, provided that the residents of Heathrow Woods and the Developer can arrive at an agreement as to the type and design of the wall structure. This obligation of the Developer shall expire if such an agreement has not been reached by May 14, 1997.

H. The Developer shall provide the following buffers:

1. A 25 foot buffer on the south side of Tract D, backing up to the lots in Alaqua.

2. A 50 foot irrigated landscaped buffer shall be installed abutting the eastern property lines of Lots 17 and 18, Alaqua Lakes Phase II, located at the southern end of Deer Chase Run, adjacent to the Florida Power Corporation power line easement. This buffer shall consist of a minimum of 84 slash pines (5-6 feet in height at installation), supplemented with a minimum of 109 wax myrtles (2-3 feet in height at installation), to create opacity within 24 months of planting, according to the attached Exhibit B, Alaqua Lakes Buffer sketch plan dated March 23, 2001.

3. Retention of a 50 foot natural buffer north of the driving range, which shall include the replanting of the dirt road.

4. Retention of a 100 foot natural buffer between Parcel V and the right-of-way line of Markham Woods Road.

I. The Developer shall demonstrate that at least fifty percent (50%) of the trees located within the developable areas of Tract V, including areas subject to residential platting, are preserved on-site. When fifty percent (50%) of the trees cannot be reasonably preserved, a tree replacement ratio shall be implemented as provided for in the Land Development Code of Seminole County. This ratio shall require an increasing number of replacement trees based upon the size of a tree's caliper.

J. An upland buffer average 50 feet but no less than 25 feet in width shall be maintained surrounding areas assigned the Conservation land use designation or the FP-1 or W-1 zoning classification or properties which have been designated as conservation areas or conservation easements within or adjacent to Tract V.

IX. RECREATION AND OPEN SPACE

Recreation facilities will consist of community parks for the use of residents, an 18-hole golf course, clubhouse, possible tennis facilities and other uses as shown on the Master Plan.

The Community Park will contain a grass play field, playground structure, parking and picnic tables and other uses for the exclusive use of Alaqua Lakes residents. This facility will be constructed prior to or concurrent with the development of Tracts C, L, or G, whichever is first. Parks (Tract P) that are contiguous to or within a village will be improved concurrent with that village.

The golf course will be constructed prior to the 250th Certificate of Occupancy. The golf practice range will not be lighted for nighttime usage.

X. FACILITY COMMITMENTS

A. Drainage, Recharge, and Water Quality Commitments

1. Developer has conveyed or will convey fee simple title of approximately 462.7 acres of floodprone lands and wetlands located along the Little Wekiva River indicated as Tracts 2A, 2B, 3D, 3E and 4 on the Final Master Plan of Alaqua Lakes PUD (the "Property"), to any appropriate governmental agency which is acceptable to Seminole County, subject to and conditioned upon the approval of all local, state, and federal governments and agencies having jurisdiction of Phase 1 of Alaqua Lakes PUD as depicted on the Final Master Plan. Conveyances will coincide no later than with the recording of the Plat for Phase 1. Provided, however, conveyances shall be subject to the following: (1) conveyance of that portion of Tract 4 of the Property as described in Exhibit "2" attached hereto shall only be at the direction and subject to the approval of the St. Johns River Water Management District and (2) conveyance of that portion of Tract 4 of the Property as described in Exhibit "3" attached hereto shall only be at the direction and subject to the approval of the Army Corps of Engineers (ACOE); (3) Developer has committed to grant a conservation easement over those portions of Tract 3E and Tract 4 of the Property as described on Composite Exhibit "4" attached hereto as a condition of Developer's Application No. 4-177-0081AM4 and September 27, 1990, Consent Order with the St. Johns River Water Management District;

2. All Stormwater Management Design shall comply with provisions of the Wekiva River Protection Act as implemented by the St. Johns River Water Management District through their permit process;

3. The golf course shall use lake water for irrigation to the fullest extent possible;

4. The golf course shall use only EPA approved herbicides, fertilizers, and pesticides and all spraying is to be undertaken by State Licensed Professional Sprayers;

5. There shall be a water quality monitoring program pursuant to a plan approved by Seminole County and the St. Johns River Water Management District;

6. The Developer shall also adopt a herbicide and pesticide management plan setting forth appropriate application rates with all spraying to be undertaken

only by state licensed professional sprayers using only EPA approved chemicals; and

7. An alternate drainage easement will be provided to FDOT for their existing easement. All other off-site flows onto the project shall be accommodated.

8. The stormwater management plan may utilize on-site wetlands for stormwater detention consistent with all agency requirements.

9. Within Tract N, Golf Course, the goal is that 40 percent of the land comprising the 18 holes will not be regularly irrigated, fertilized or actively maintained. These areas will be areas that, where disturbed during construction, will be re-vegetated with plant material generally indigenous to the area. Design of the restored areas shall utilize the principles of Xeriscape design. Xeriscape design addresses the use of appropriate plant materials that do not require abnormal maintenance and require little supplemental irrigation to grow properly.

   The final golf course plans and the golf course management plan will be reviewed with The Friends of the Wekiva prior to submission to Seminole County for permit approval. The Developer reserves the right to adjust the design of the course over the life of the course for reasons of playability; however, the area that is regularly irrigated, fertilized, and actively maintained will not be permitted to increase more than 10 percent of the land comprising the 18 holes over the life of the course.

10. Regarding the existing weir, adjacent to Lot 51 within Alaqua, the redesign for permitting purposes shall maintain (control) the water elevation at basically the same.

B. *Water and Sewer* - Central water and sewer service will be provided by Seminole County for all parcels except Parcel V, which may be on septic tank.

   A water reuse agreement will be considered concurrently with the preparation of the utility agreement.

C. Law Enforcement

   1) The Developer shall pay a voluntary law enforcement impact fee of $75.00 per residential unit until such time as Seminole County adopts a mandatory law enforcement impact fee program.

   2) Seminole County Law Enforcement shall be permitted to enter Alaqua Lakes for the purpose of traffic law enforcement.

D. Concurrency Management

Pursuant to Part II, Section 5(t)(3) of Ordinance 92-5, within eighteen (18) months of the September 22, 1992 Board of County Commissioner's approval of the original Alaqua Lakes Commitment Agreement and associated Final Master Plan, the Developer must both convene a Preconstruction Conference with Seminole County to initiate construction and pay all water and sewer and road reservation fees as identified in the Notices of Concurrency Review Test Results for concurrency application number 92-0035-010-0000 and 93-0025-010-0000. If either condition is not met within the specified time frame, the approval of this Commitment Agreement and the PUD Final Master Plan shall be automatically terminated and such approvals shall no longer be valid, in force, or in effect. In such event, any subsequent approvals issued by Seminole County will likewise be terminated and invalidated without any further action being taken by the Board of County Commissioners. Notwithstanding the foregoing, the Developer agrees to take such actions and execute such documents as may be reasonably requested by the County.

It is noted that the Developer has entered into a formal development agreement with Seminole County under the provisions of the Part IV of Ordinance 92-5. Construction may be initiated and reservation fees shall be paid in accordance with these terms and conditions of such agreement.

E. A breakthrough connection consisting of a 20 foot unobstructed driving surface shall be constructed between Tract L and Phase III of Alaqua for the purposes of emergency access.

F. A cul-de-sac shall be provided on Hassi Point.

XI. OTHER COMMITMENTS

A. *Maintenance* - A mandatory Homeowners Association will be established to maintain all common areas within the development including the internal roads, landscaped areas within the medians along the main boulevard and any plant material installed by the Developer in the median of Markham Woods Road at the intersection of Lake Mary Boulevard.

B. Unless specifically addressed in this Agreement, all development shall fully comply with all the codes and ordinances, including impact fee ordinances, in effect in Seminole County at the time of issuance of any permit.

C. *Developers Definition* - When the term "DEVELOPER" is used herein, same shall be taken or constructed to mean Taylor Woodrow Communities, a Florida general partnership.

All obligations, liabilities, and responsibilities incurred by or implied by the Developer by this Agreement shall be assumed by any successors in interest as the overall Developer of the Planned Unit Development.

Approved and Accepted:

Taylor Woodrow Communities,
a Florida general partnership

By: Taylor Woodrow Homes Florida, Inc.,
a Florida corporation, a general partner

By: _____ Date: 1-17-02
Keith Bass as
Its: Vice -President

By: Monarch Homes of Florida, Inc.,
a Florida corporation, a general partner

By: _____ Date: 1-17-02
Keith Bass as
Its: Vice- President

Attest:

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

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

County Attorney

BOARD OF COUNTY
COMMISSIONERS, SEMINOLE
COUNTY, FLORIDA

By:
Daryl G. McLain, Chairman

Date: 02/07/02

As authorized for execution by the Board of County Commissioners at their Apr. 24, 2001 regular meeting.

EXHIBIT "A"
Alaqua Lakes PUD Final Master Plan

(Located in the record of the
Seminole County Planning and Development Department)

EXHIBIT "B"
Buffer Sketch Plan for Lots 17 and 18, Alaqua Lakes Phase II
(located at the southern end of Deer Chase Run)

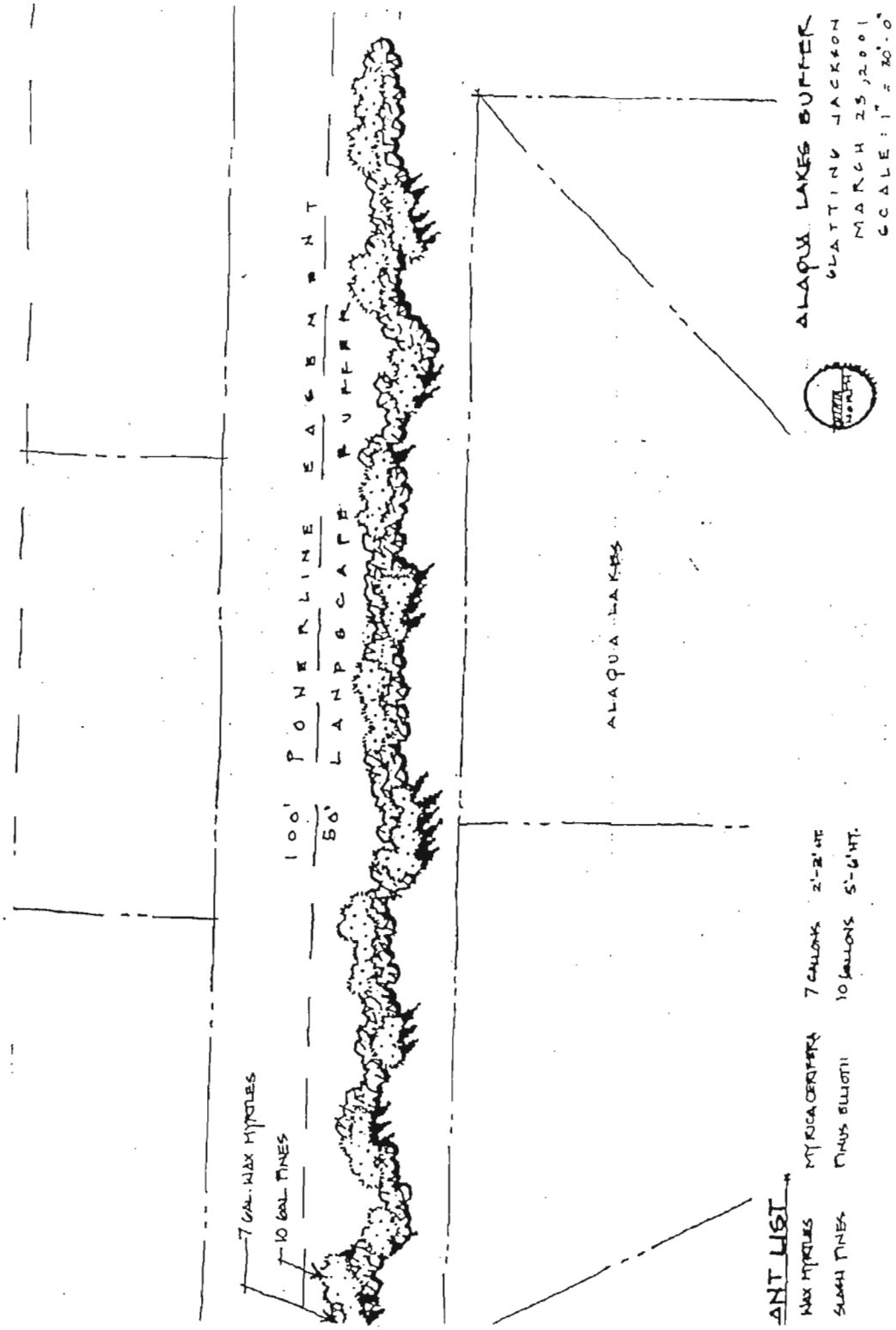


EXHIBIT "1"

PARENT TRACT

DESCRIPTION:

That portion of Sections 10, 11, 14 and 15, Township 20 South, Range 29 East, Seminole County, Florida, described as follows:

BEGIN at the Northeast corner of Lot 1, ALAQUA PHASE I, as recorded in Plat Book 33, Pages 67 through 71, of the Public Records of Seminole County, Florida; thence run the following four courses along the Northerly line of said ALAQUA PHASE I and the East line of ALAQUA PHASE II, as recorded in Plat Book 38, Pages 27 through 29, of said Public Records; thence run N 89° 39'27" W for a distance of 1327.90 feet; thence run S 00°23'49" E for a distance of 863.75 feet; thence run N 89°42'48" W for a distance of 1322.51 feet; thence run N 00°50'26" W for a distance of 1996.10 feet to the Northeast corner of said ALAQUA PHASE II; thence run the following 3 courses along the Northerly line of said ALAQUA PHASE II and the Northerly line of ALAQUA PHASE III, as recorded in Plat Book 42, Pages 1 through 8, of said Public Records; thence run N 89° 53'43" W for a distance of 2366.46 feet; thence run N 00° 51'49" W for a distance of 2647.89 feet; thence run N 89°50'15" W for a distance of 1526.00 feet to a point on the Southerly line of lands described in Official Record Book 1656, Page 1928 of said Public Records; thence run N 00° 18'07" E along said Southerly line for a distance of 1702.89 feet; thence run S 89°41'53" E along said Southerly line and the Southerly line of HEATHROW WOODS, as recorded in Plat Book 41, Pages 26 through 30 of said Public Records and the Westerly extension thereof, for a distance of 7863.02 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1129.75 feet and a chord bearing of S 15° 58'19" W, said point being on the Westerly Right- of- Way line of Longwood- Markham Road (Markham Woods Road) as described in Official Record Book 1825, Page 1768 of the Public Records of Seminole County, Florida; thence run Southwesterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 04°29'42" for a distance of 88.63 feet to the point of tangency; thence run S 18°13'10" W along said Westerly Right-of-Way line for a distance of 830.43 feet; thence run S 25°44'05" W for a distance of 104.54 feet to the point of curvature of a curve concave Southeasterly having a radius of 1919.37 feet; thence run Southwesterly along the arc of said curve through a central angle of 07° 30'55" for a distance of 251.76 feet; thence run S 18° 13'10" W for a distance of 187.20 feet; thence run S 18° 48'47" W for a distance of 193.02 feet; thence run S 18°13'10" W for a distance of 117.12 feet to the point of curvature of a curve concave Southeasterly having a radius of 971.53 feet; thence run Southwesterly along the arc of said curve through a central angle of 13° 47'38" for a distance of 233.90 feet; thence run S 04° 25'32" W for a distance of 17.37 feet; thence run S 18° 13'10" W along said Westerly Right-of-Way line for a distance of 1.84 feet to the point of curvature of a curve concave Southeasterly having a radius of 590.07 feet; thence run Southwesterly along the arc of said curve and said Westerly Right-of-Way line through a central angle of 29°54'04" for a distance of 307.94 feet to the point of tangency; thence run S 11° 40'54" E along said Westerly Right-of-Way line for a distance of 3047.96 feet to the point of curvature of a curve concave Southwesterly having a radius of 1615.39 feet; thence run Southeasterly along the arc of said curve and said Westerly Right-of-Way line through a central angle 10°41'37" for a distance of 301.49 feet; thence run S 00°59'17" E along said Westerly Right-of-Way line for a distance of 393.17 feet to the North line of ALAQUA DRIVE (100' Right-of-Way); thence run N 89°38'54" W along said North Right-of-Way line for a distance of 1275.69 feet to the East line of the aforesaid Lot 1, ALAQUA PHASE I; thence run N 00°01'34" E along said East line for a distance of 230.00 feet to the Point of Beginning.

BK 282 PG 2050

Containing 795.458 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT "2"

SKETCH OF DESCRIPTION

PARCEL 3

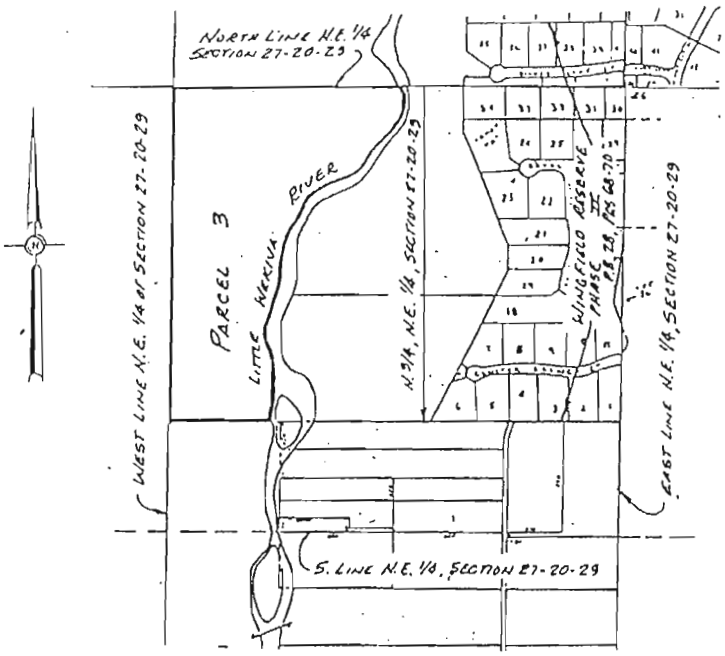
DESCRIPTION:

That part of the North 3/4 of the Northeast 1/4 of Section 27, Township 20 South, Range 29 East, Seminole County, Florida, lying West of the Little Wekiva River.

Being subject to any rights-of-way, restrictions and easements of record.

SURVEYOR'S NOTES:

- This is not a survey.
- Description based on information provided by client.



LEGIBILITY UNSATISFACTORY FOR MICROFILMING

I hereby certify that this sketch, subject to the surveyor's notes contained hereon, meets the "Minimum Technical Standards" set forth by the Florida Board of Professional Land Surveyors in Chapter 21HH-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.

Rocky Carter PLS #4285
State of Florida

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

PREPARED FOR:

ALAQUA COUNTRY CLUB
CONSERVATION EASEMENT

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 644 4068

DRAWN BY	CHECKED BY	JOB NO	SCALE	SHEET
K.N.	RC	91119.0095	1" = 800'	1 OF 1
DATE 7/30/91	DATE 7-30-91			

FIELD BOOK _____ PG _____
SURVEY _____
FOUNDATION _____
FINAL _____

C.S. 91-195

BK 282 PG 2051 BK 185 PG 1638

FILE NUM 2002832833
OR BOOK 04327 PAGE 1735

EXHIBIT "3"

DESCRIPTION:

That part of Section 22, Township 20 South, Range 29 East, Seminole County, Florida lying East of the Little Wekiva River, West of the following recorded subdivisions: WINGFIELD RESERVE PHASE II recorded in Plat Book 28, Pages 68 through 70; WINGFIELD RESERVE PHASE III recorded in Plat Book 32, Pages 36 through 39; and WINGFIELD NORTH II recorded in Plat Book 38, Pages 44 through 46;

LESS AND EXCEPT:

Begin at the Southwest corner of Tract "J", ALAQUA PHASE III, recorded in Plat Book 42, Pages 1 through 8, thence run S 89°39'38"E along the South line of said Tract "J" for a distance of 2640.44 feet to the Southeast corner thereof; thence run S 89°45'48"E along the South line of Tract "B", ALAQUA PHASE I, recorded in Plat Book 33, Pages 67 through 71 for a distance of 72.87'; thence run S 00°14'13"W along the Westerly boundary of WINGFIELD NORTH II recorded in Plat Book 38, Pages 44 through 46 for a distance of 153.32 feet; thence run S 33°24'20"W along the West line of Drainage Easement described in Official Records Book 1854, Page 1063 for a distance of 223.54 feet; thence run N 89°39'38"W along a line parallel with and 340.53 feet South of the South line of said Tract "J", ALAQUA PHASE III for a distance of 2591.62 feet; thence run N 00°20'22" E for a distance of 340.53 feet to the Point of Beginning.

NOTES:

- This description contains 120 acres of unencumbered property shown as Parcel 4 on the attached Sketch of Description (the "Sketch"). The Sketch has lessed out three easement areas. However, the legal description contains fee simple title to the property underlying the easements. The Sketch was prepared as shown to calculate 120 acres of unencumbered wetlands.

  The easements are:

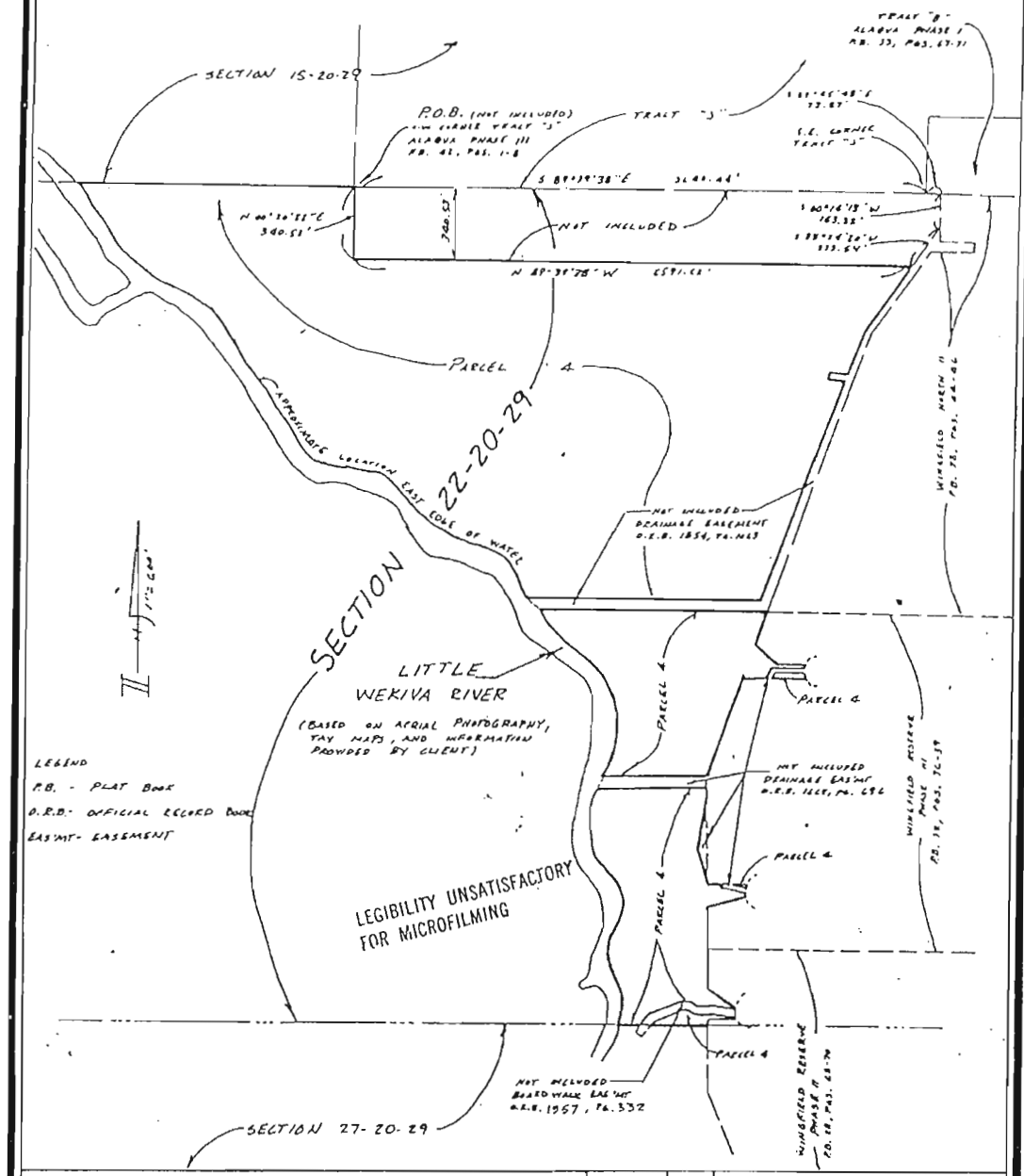
  1. Drainage Easement from Wingfield Development Company to Seminole County dated March 31, 1987, recorded in Official Records Book 1854, Page 1063 of the Public Records of Seminole County, Florida.

  2. Drainage Easement from Wingfield Development Company to Seminole County dated May 2, 1985, recorded in Official Records Book 1662, Page 0696.

  3. A portion of the right-of-way and easement given by Wingfield Reserve Corporation to Wingfield Reserve Homeowners Association, Inc., dated May 11, 1988, recorded in Official Records Book 1957, Page 0332 of the Public Records of Seminole County, Florida.

D:\21211\91002\EXHIBIT

SKETCH OF DESCRIPTION



PREPARED FOR:

ALAQUA COUNTRY CLUB

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 644-4068

DRAWN BY	CHECKED BY	JOB NO	SCALE	SHEET
1669	RC	91116.0015	1" = 600'	2 OF 2
DATE 4-4-91	DATE 9/4/91			

FIELD BOOK _____ PG _____
SURVEY _____
FOUNDATION _____
FINAL _____

CS. # 91-195 (B)

BK 185 PG 1640

BK 282 PG 2053

FILE NUM 200283283 3
OR BOOK 04327 PAGE 1737

SKETCH OF DESCRIPTION

PARCEL 1

DESCRIPTION:

That part of Tract "J", ALAQUA PHASE III, recorded in Plat Book 42, Pages 1 through 8 of the Public Records of Seminole County, Florida, lying Northerly and Easterly of the following described line:

Commencing at the Southeast corner of Tract "J", ALAQUA PHASE III, recorded in Plat Book 42, Pages 1 through 8 of the Public Records of Seminole County, Florida; said point also being the Southwest corner of Tract "B", ALAQUA PHASE I, recorded in Plat Book 33, Pages 67 through 71 of the Public Records of Seminole County, Florida; said point also being the Southeast corner of the North 1/2 of the Northeast 1/4 of Section 22, Township 20 South, Range 29 East, as shown on said plat of ALAQUA PHASE III; thence run N 00°14'12" E, along the Easterly boundary of said Tract "J", ALAQUA PHASE III, a distance of 294.16 feet to the POINT OF BEGINNING of the line being herein described; thence departing said Easterly boundary of Tract "J", ALAQUA PHASE III, run the following 10 courses to the Point of Termination of the said line: S 86°48'30" W, a distance of 61.15 feet; thence run N 26°56'54" W, a distance of 123.00 feet; thence run S 86°49'15" W, a distance of 304.10 feet; thence run S 69°06'41" W, a distance of 289.78 feet; thence run N 28°44'11" W, a distance of 107.57 feet; thence run N 82°24'47" W, a distance of 133.70 feet; thence run N 14°03'38" E, a distance of 208.78 feet; thence run N 06°00'06" E, a distance of 157.56 feet; thence run N 07°42'06" W, a distance of 308.17 feet; thence run N 43°00'03" E, a distance of 229.34 feet to the Westerly line of Tract "C" of the aforesaid ALAQUA PHASE I plat, being the Point of Termination of the line herein described, said point being more particularly described as lying N 00°03'29" E, a distance of 29.79 feet, when measured, from the Southerly end of a tangent line being described as having a bearing of N 00°03'29" E, and an overall distance of 145.00 feet, as shown on said plat of ALAQUA PHASE I.

AND:

PARCEL 2

That part of the North 3/4 of the Northeast 1/4 of Section 27, Township 20 South, Range 29 East, bounded as follows:

- On the West by the Little Wekiva River;
- On the South by the Westerly extension to the Little Wekiva River, of the North line of Lot 18, WINGFIELD RESERVE PHASE II, recorded in Plat Book 28, Pages 68 through 70 of the Public Records of Seminole County, Florida;
- On the East by said WINGFIELD RESERVE PHASE II;
- On the North by the North line of said North 3/4 of the Northeast 1/4 of Section 27, Township 20 South, Range 29 East, Seminole County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.

I hereby certify that this sketch, subject to the surveyor's notes contained hereon, meets the "Minimum Technical Standards" set forth by the Florida Board of Professional Land Surveyors in Chapter 21HH-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.

Rocky Carson PLS #4255
State of Florida

NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL

PREPARED FOR:

ALAQUA COUNTRY CLUB

· CONSERVATION EASEMENTS

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 644 4068

FIELD BOOK _____ PG _____
SURVEY _____
FOUNDATION _____
FINAL _____

DRAWN BY R.N.	CHECKED BY RC	JOB NO 91119.0095	SCALE N.A.	SHEET 1 OF 3
DATE 7/30/91	DATE 7/30/91			

COMPOSITE EXHIBIT "4"
Page 1 of 3

C.S. 91-195

BK 185 PG 1641

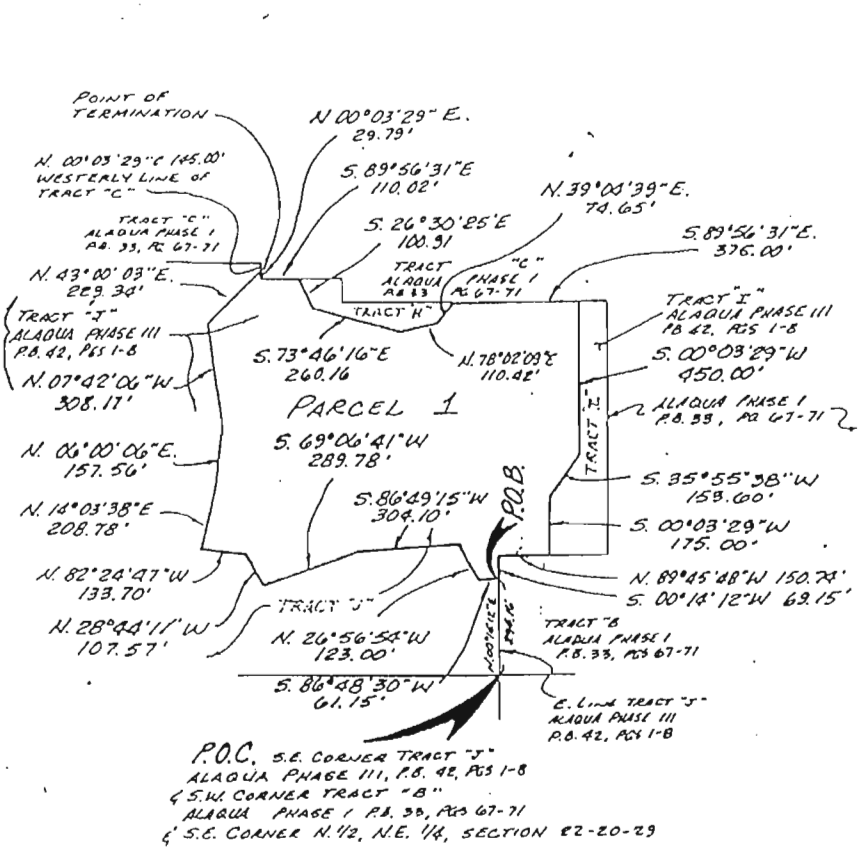
BK 282 PG 2054

FILE NUM 200283283 3
OR BOOK 04327 PAGE 1738

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

- This is not a survey.
- Bearings based on the East line of Tract "J", ALAQUA PHASE III, recorded in Plat Book 42, Pages 1 through 8 of the Public Records of Seminole County, Florida, being N 00°14'12" E.
- Description based on information provided by client.



PREPARED FOR:

ALAQUA COUNTRY CLUB

CONSERVATION EASEMENT

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 644-4068

FIELD BOOK _____ PG _____
SURVEY _____
FOUNDATION _____
FINAL _____

DRAWN BY R.N.	CHECKED BY:	JOB NO	SCALE 1"=400'	SHEET 2
DATE 7/29/91	DATE			OF 3

COMPOSITE EXHIBIT "A" BK 185 PG 1642 CO 91-195
Page 2 of 3

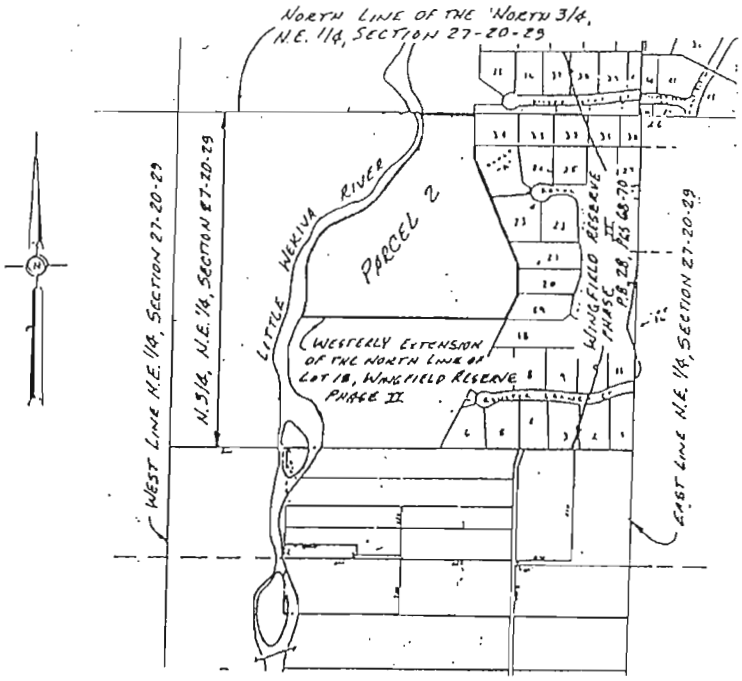
FILE NUM 20028328 33
OR BOOK 04327 PAGE 1739

BK 282 PG 2055

SKETCH OF DESCRIPTION

SURVEYOR'S NOTES:

- This is not a survey.
- Description based on information provided by client.



LEGIBILITY UNSATISFACTORY FOR MICROFILMING

PREPARED FOR:

ALAQUA COUNTRY CLUB

CONSERVATION EASEMENT

DATE	BY	DESCRIPTION

REVISIONS

DONALD W. McINTOSH ASSOCIATES INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 644 4068

FIELD BOOK _____ PG _____
SURVEY _____
FOUNDATION _____
FINAL _____

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K.N.		91119.0035	1" = 800'	3 OF 3
DATE 7/29/91	DATE			

COMPOSITE EXHIBIT "4"
Page 3 of 3

BK 185 PG 1643 C.S. 91-195

BK 282 PG 2056

FILE NUM 200283283
OR BOOK 04327 PAGE 17398

February 12, 2008

Board of County Commissioners
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

RE: Alaqua Lakes Community Association, Inc./Dello Russo De-Annexation

Dear Sir or Madame:

I am the President of Alaqua Lakes Community Association, Inc. Please accept this letter as notification that the Association has approved the de-annexation of the Dello Russo property from Alaqua Lakes PUD and the covenants and restrictions for Alaqua Lakes, subject to the execution and recordation of the Agreement between the parties enclosed herewith. I am enclosing with this letter a copy of the Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Alaqua Lakes de-annexing the property, as well as a copy of the referenced Agreement.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Robert T. Rosen,
President of Alaqua Lakes
Community Association, Inc.

RTR/nev
Enclosures

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; Ian Sikonia, Senior Planner; Austin Watkins, Senior Planner; Joy Williams, Planner; Sheryl Stolzenberg, Principal Planner; Tony Matthews, Principal Planner; Dick Boyer, Senior Planner; Jeff Hopper, Senior Planner; and Connie R. DeVasto, Clerk to the Commission.

8. Major Amendment to the Alaqua Lakes PUD; Robert Dello Russo, applicant; 10.29 ± acres; Major Amendment to the Alaqua Lakes PUD (Planned Unit Development); located at the northwest corner of Markham Woods Road and S Stone Gate. (Z2007-23)

Commissioner Carey – District 5
Austin Watkins, Senior Planner

Austin Watkins stated that this is a Major Amendment to the Alaqua Lakes PUD for 10.29 ± acres. He further stated that the Final Master Plan was approved by the Board of County Commissioners on September 22, 1992 and a subsequent Major Amendment in 2001. Currently, the PUD is approved for 515 units, at an overall net density of .977 dwelling units per net buildable acre. At this time, the Applicant desires to remove Tract V from the Alaqua Lakes PUD. Track V contains approximately 10.29 acres and is located on Markham Woods Road. It is currently approved for 3 one-acre lots and is separated from the Alaqua Lake PUD by 148 acres of wetlands. Tract V also has a separate entrance off of Markham Woods Road and cannot internally access the Alaqua Lakes development.

Mr. Watkins further stated that the Applicant desires to remove this tract from the PUD and the subsequent item titled Dello Russo PUD will actually rezone that property from PUD to PUD. That item will propose one single-family dwelling and one guest home.

Mr. Watkins also advised that the President of the Alaqua Lakes Homeowners Association has submitted a letter stating that the Association has agreed to Tract V being de-annexed from the Alaqua Lakes PUD subject to the execution and recording of an agreement between the Applicant and the Association.

Mr. Watkins stated that Staff recommends approval of the requested Major Amendment to the Alaqua Lakes PUD, Revised Final Master Plan and Addendum # 1 to the Alaqua Lakes PUD Developer's Commitment Agreement for 1,250.9 ± acres, located at the northwest corner of Markham Woods road and South Stone Gate.

Brian Davis, who is representing the owner, stated that the Applicant purchased the three lots and his desire is to bring that one lot outside the Alaqua PUD and Staff advised the Applicant that in order to do that, he needs to create his own PUD which is next on the agenda.

Mr. Davis stated that they did meet with the Homeowners Association and received approval for this request.

No one from the audience spoke in favor or opposition of this request.

Commissioner Wolf made a motion to recommend approval the request.

Commissioner Bates seconded the motion.

The motion passed unanimously 7 – 0.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Dello Russo Residence Rezone from PUD (Planned Unit Development) to PUD

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:

1. Approve the requested rezone from PUD (Planned Unit Development) to PUD, Development Order and Preliminary Master Plan and authorize the Chairman to execute the Rezone Ordinance and Development Order for 10.29 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate, based of staff findings (Robert Dello Russo, applicant); or

2. Deny the requested rezone from PUD (Planned Unit Development) to PUD, Development Order and Preliminary Master Plan and authorize the Chairman to execute the Denial Development Order for 10.29 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate (Robert Dello Russo, applicant); or

3. Continue this item until a time and date certain.

District 5 Brenda Carey Austin Watkins

BACKGROUND:

This is a companion item to item #7, the Alaqua Lakes PUD Major Amendment. As the previous item outlined, the applicant Robert Dello Russo desires to remove 10.29 ± acres from the Alaqua Lakes PUD and create a separate PUD, referred to as the "Dello Russo Residence PUD". The PUD will allow for one single-family dwelling no larger than 36,000 square feet and one guest house no larger than 6,000 square feet. The applicant is proposing access through an existing driveway on Markham Woods Road, a 6' masonry or brick wall with a landscaped berm adjacent to the Markham Woods right-of-way and a 100' natural buffer and building setback adjacent to Markham Woods Road. All conditions outlined in the original Alaqua Lakes PUD Development Order and Developer's Commitment Agreement, as they pertain to this tract will be retained in the Dello Russo PUD. The assigned Future Land Use designation of the subject property is PD (Planned Development) which allows the requested use and zoning district.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on May 7, 2008 and voted unanimously (7-0) to recommend approval of the requested rezone from PUD (Planned Unit Development) to PUD, Development Order and Preliminary Master Plan for 10.29 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate, based of staff findings.

STAFF RECOMMENDATION:

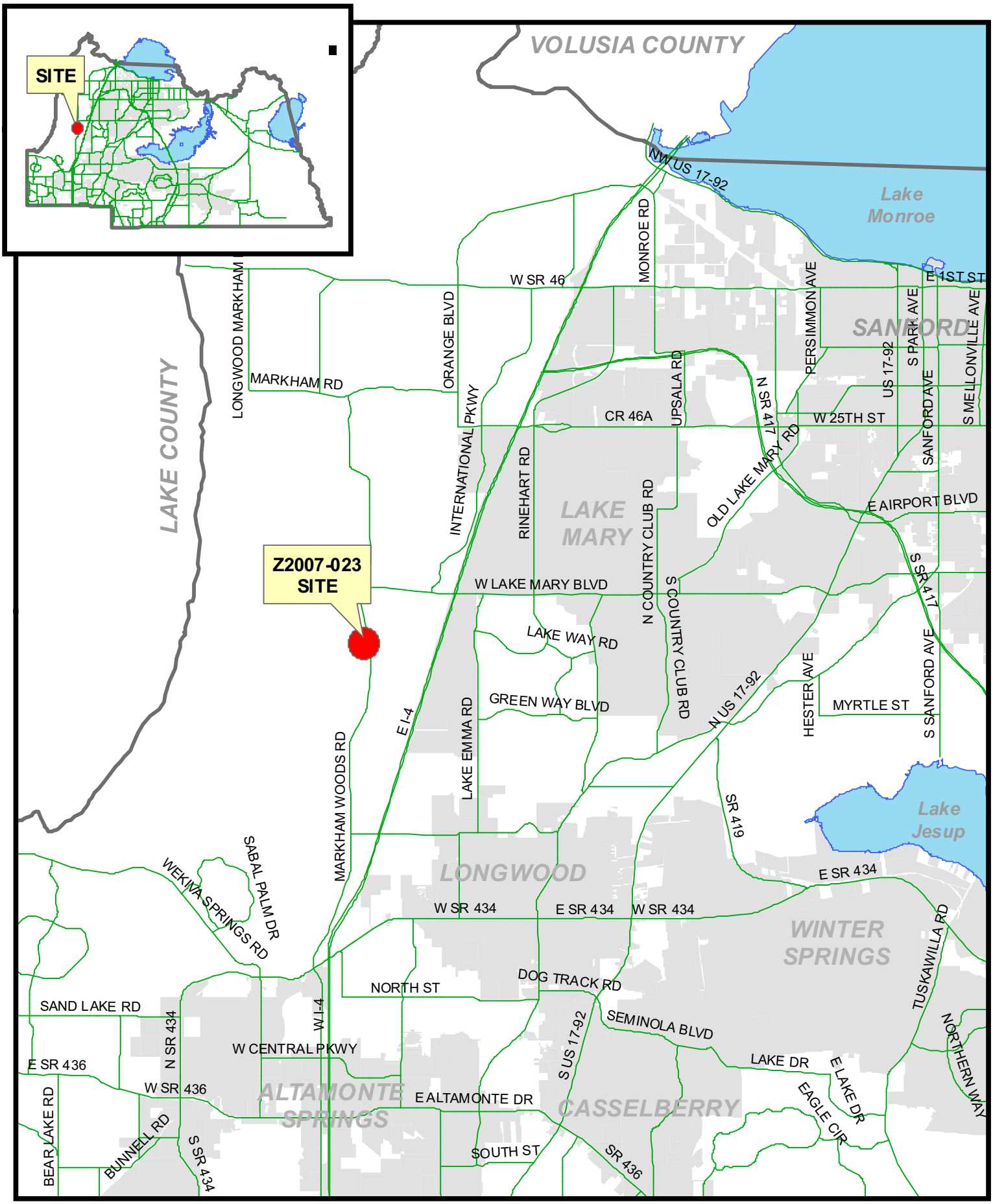
Staff recommends that the Board the requested rezone from PUD (Planned Unit Development) to PUD, Development Order and Preliminary Master Plan and authorize the Chairman to execute the Rezone Ordinance and Development Order for 10.29 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate, based of staff findings.

ATTACHMENTS:

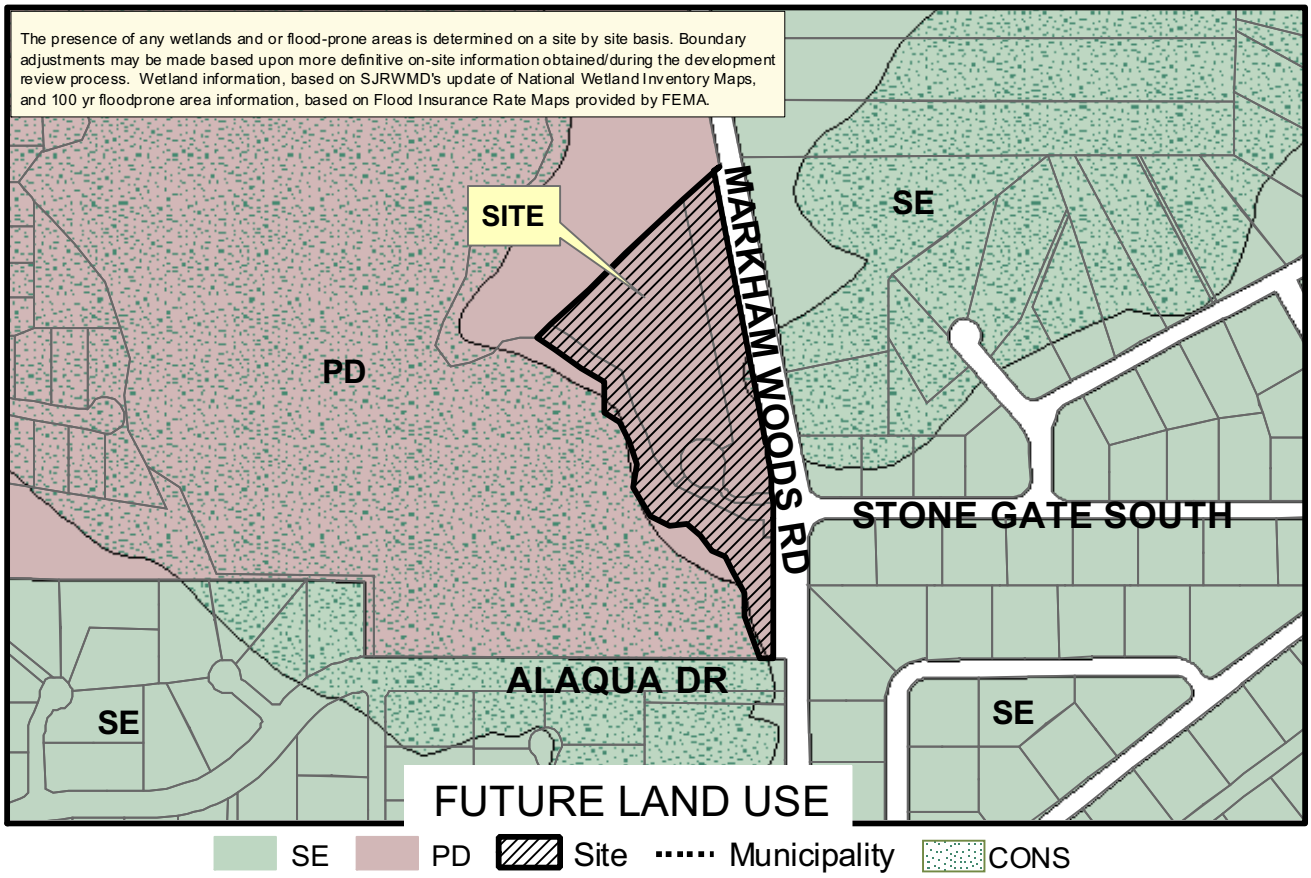
1. Location Map
2. Zoning and Future Land Use Map
3. Aerial Map
4. Preliminary Master Plan
5. Approval Development Order
6. Rezone Ordinance
7. Denial Development Order (applicable only if denied)
8. LPA P and Z Meeting Minutes

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

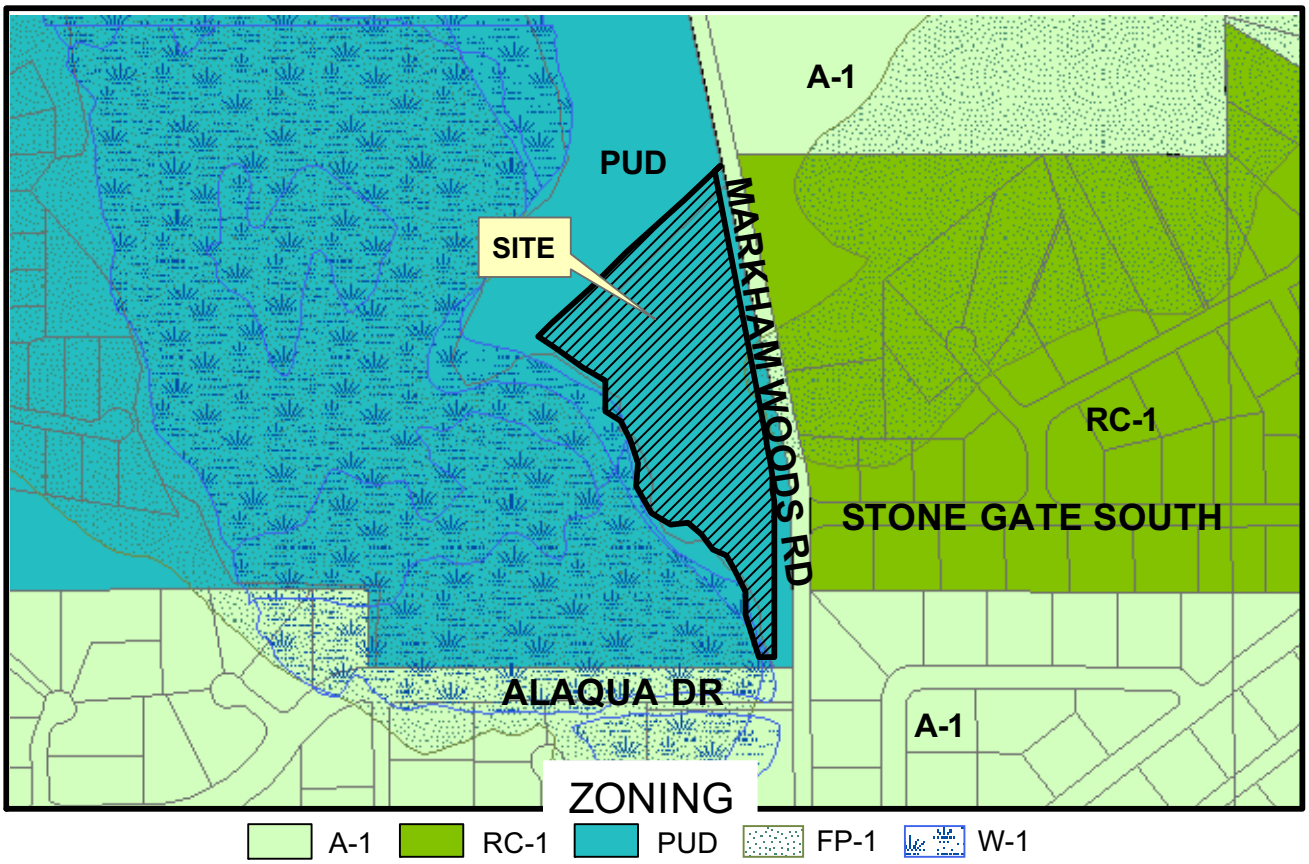


filename: L:/pl/projects/p&z/2007/GIS/staff_report_pkgs/sitemaps_large/Z2007-023 sitemap.mxd 4/24/07



Applicant: Brian Davis, Libra Design Group
Physical STR: 19-20-29-503-0000-0010
Gross Acres: 8.5+/- BCC District: 5
Existing Use: Vacant
Special Notes: None

	Amend/ Rezone#	From	To
FLU	Z2007-023	PUD	PUD
Zoning	- -	- -	- -



filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/amendments/z2007-023.mxd 4/24/07

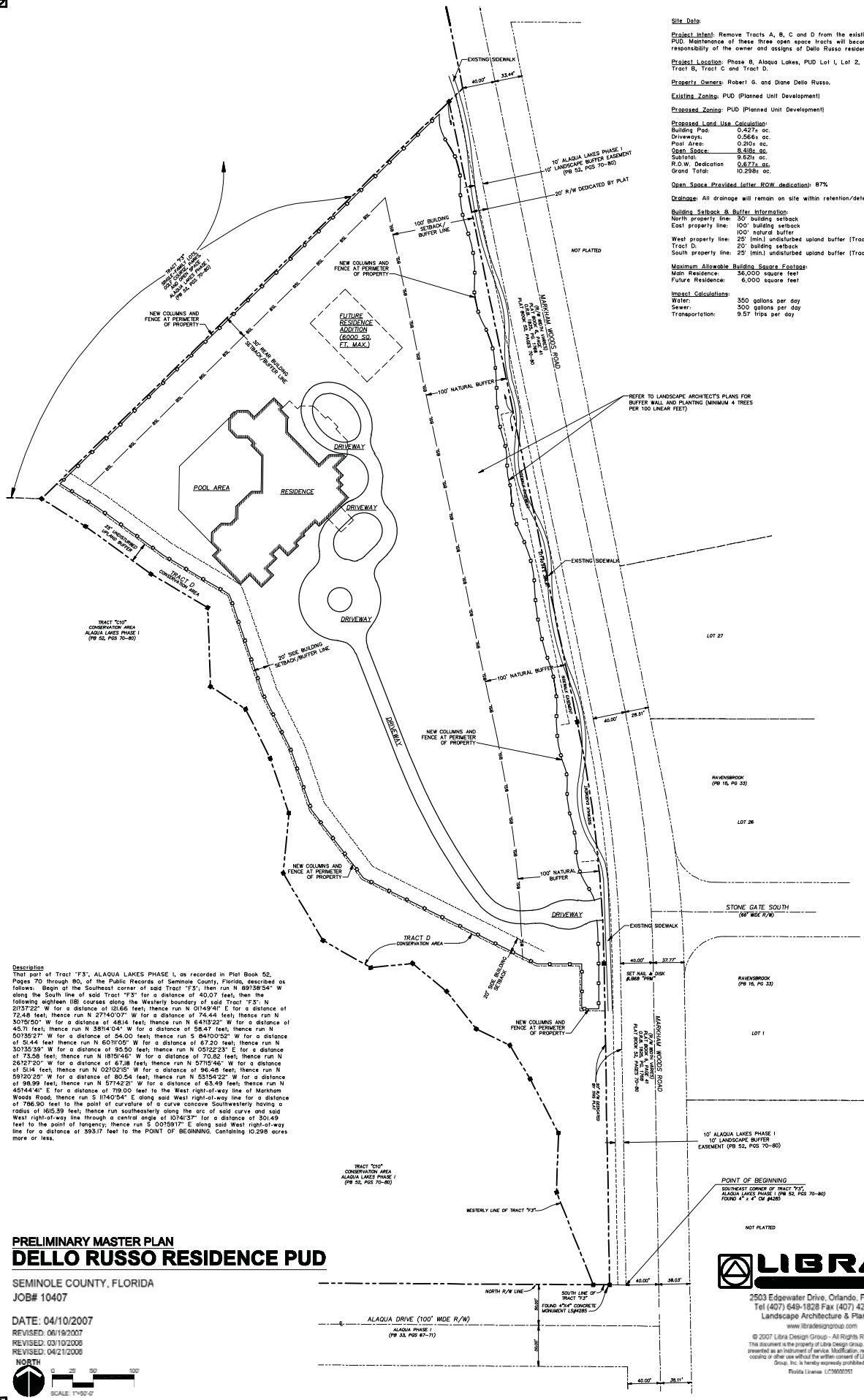
Note: The Future Land Use map reflects the realigned parcel base, whereas the Zoning Map still utilizes the non shifted parcels. On occasion, this will result in discrepancies between the two maps.

Rezone No: Z2007-023
From: PUD To: PUD

Parcel
Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-023 adaer 4/24/07



Site Data:

Project Intent: Remove Tracts A, B, C and D from the existing Alaqua Lakes PUD. Maintenance of these three open space tracts will become the responsibility of the owner and assigns of Dello Russo residence.

Project Location: Phase 8, Alaqua Lakes, PUD Lot 1, Lot 2, Lot 3, Tract A, Tract B, Tract C and Tract D.

Property Owners: Robert G. and Diane Dello Russo.

Existing Zoning: PUD (Planned Unit Development)

Proposed Zoning: PUD (Planned Unit Development)

Proposed Land Use Calculation:

Building Pad:	0.427± ac.
Driveways:	0.566± ac.
Pool Area:	0.210± ac.
Open Space:	8.418± ac.
Subtotal:	9.621± ac.
R.O.W. Dedication	0.677± ac.
Grand Total:	10.298± ac.

Open Space Provided (after ROW dedication): 87%

Drainage: All drainage will remain on site within retention/detention ponds.

Building Setback & Buffer Information:

North property line:	30' building setback
East property line:	100' building setback 100' natural buffer
West property line:	25' (min.) undisturbed upland buffer (Tract D)
Tract D:	20' building setback
South property line:	25' (min.) undisturbed upland buffer (Tract D)

Maximum Allowable Building Square Footage:

Main Residence:	36,000 square feet
Future Residence:	6,000 square feet

Impact Calculations:

Water:	350 gallons per day
Sewer:	300 gallons per day
Transportation:	9.57 trips per day

Description

That part of Tract "F3", ALAQUA LAKES PHASE I, as recorded in Plat Book 52, Pages 70 through 80, of the Public Records of Seminole County, Florida, described as follows: Begin at the Southeast corner of said Tract "F3"; then run N 89°38'54" W along the South line of said Tract "F3" for a distance of 40.07 feet; then the following eighteen (18) courses along the Westerly boundary of said Tract "F3": N 21°37'22" W for a distance of 121.66 feet; thence run N 01°49'41" E for a distance of 72.48 feet; thence run N 27°40'07" W for a distance of 74.44 feet; thence run N 30°15'50" W for a distance of 48.14 feet; thence run N 64°13'22" W for a distance of 45.71 feet; thence run N 38°14'04" W for a distance of 58.47 feet; thence run N 50°35'27" W for a distance of 54.00 feet; thence run S 84°00'52" W for a distance of 51.44 feet thence run N 60°11'05" W for a distance of 67.20 feet; thence run N 30°35'39" W for a distance of 95.50 feet; thence run N 05°22'23" E for a distance of 73.58 feet; thence run N 18°15'46" W for a distance of 70.82 feet; thence run N 26°27'20" W for a distance of 67.18 feet; thence run N 57°15'46" W for a distance of 51.14 feet; thence run N 02°02'15" W for a distance of 96.48 feet; thence run N 59°20'25" W for a distance of 80.54 feet; thence run N 53°54'22" W for a distance of 98.99 feet; thence run N 57°42'21" W for a distance of 65.49 feet; thence run N 45°44'41" E for a distance of 719.00 feet to the West right-of-way line of Markham Woods Road; thence run S 11°40'54" E along said West right-of-way line for a distance of 786.90 feet to the point of curvature of a curve concave Southwesterly having a radius of 1615.39 feet; thence run southeasterly along the arc of said curve and said West right-of-way line through a central angle of 10°41'37" for a distance of 301.49 feet to the point of tangency; thence run S 00°59'17" E along said West right-of-way line for a distance of 393.17 feet to the POINT OF BEGINNING. Containing 10.298 acres more or less.

PRELIMINARY MASTER PLAN

DELLO RUSSO RESIDENCE PUD

SEMINOLE COUNTY, FLORIDA

JOB# 10407

DATE: 04/10/2007

REVISED: 06/19/2007

REVISED: 03/10/2008

REVISED: 04/21/2008

NORTH

0 25 50 100

SCALE: 1"=50'-0"

LIBRA

2503 Edgewater Drive, Orlando, FL 32804

Tel (407) 649-1828 Fax (407) 428-9526

Landscape Architecture & Planning

www.libradesigngroup.com

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Florida License: LC26000551

SEMINOLE COUNTY DEVELOPMENT ORDER

On June 10, 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): Robert G. and Diane M. Dello Russo

Project Name: Dello Russo Residence PUD

Requested Development Approval: Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by: Austin Watkins, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

A. Permitted Uses: one (1) single-family dwelling up to a maximum of 36,000 gross square feet in size and one (1) guest house up to a maximum of 6,000 gross square feet in size.
B. The setbacks shall be as follows:
   North: 30'
   South: 25'
   East: 100'
   West: 25'
C. The buffers shall be as follows:
   South: 25' minimum undisturbed upland buffer (Tract D)
   East: 100' natural buffer
   West: 25' minimum undisturbed upland buffer (Tract D)
D. A 6' masonry or brick wall with an associated landscaped berm is permitted within the 100' natural buffer (eastern property line) adjacent to the Markham Woods Road right-of-way. At least 4 canopy trees every 100' linear feet must be provided in-between the wall and Markham Woods Road. No canopy trees over 8' in diameter may be removed to install the wall. The wall and adjacent landscaping shall comply with the Wall Cross Section attached as Exhibit "C".
E. 25% usable open space shall be provided on the subject property.
F. The maximum allowable building height is 35'.
G. Retention of a 100 foot natural buffer between Parcel V and the right-of-way line of Markham Woods Road.
H. Developer shall demonstrate that at least fifty percent (50%) of the trees located with the developable areas of Tract V, including areas subject to residential platting, are preserved on-site. When fifty percent (50%) of the trees cannot be reasonably preserved, a tree replacement ratio shall be implemented as provided for in the Land Development Code of Seminole County. This ratio shall require an increasing number of replacement trees based upon the size of a tree's caliper.
I. An upland buffer average 50 feet but no less than 25 feet in width shall be maintained surrounding areas assigned the Conservation land use designation or

FP-1 or W-1 zoning classification or properties which have been designated as conservation areas of conservation easement within or adjacent to Tract V.

J. Development shall comply with the Preliminary Master Plan attached as Exhibit "B".

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By:_____
Brenda Carey, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, the owners, Robert and Diane Dello Russo , on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

Robert G. Dello Russo

_____
Robert G. Dello Russo

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

Diane M. Dello Russo

_____
Diane M. Dello Russo

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____, as_____, who is personally known to me or who has produced_____ as identification.

_____
Notary Public

_____
(Name of Notary, typed, printed or stamped)
My Commission Expires:

EXHIBIT "A"

Legal Description

That part of Tract "F3", ALAQUA LAKES PHASE I, as recorded in Plat Book 52, Pages 70 through 80, of the Public Records of Seminole County, Florida, described as follows: Begin at the Southeast corner of said Tract "F3"; then run N 89º38'54" W along the South line of said Tract "F3" for a distance of 40.07 feet; then the following eighteen (18) courses along the Westerly boundary of said Tract "F3": N 21º37'22" W for a distance of 121.66 feet; thence run N 01º49'41" E for a distance of 72.48 feet; thence run N 27º40'07" W for a distance of 74.44 feet; thence run N 30º51'50" W for a distance of 48.14 feet; thence run N 64º13'22" W for a distance of 45.71 feet; thence run N 38º14'04" W for a distance of 58.47 feet; thence run N 50º35'27" W for a distance of 54.00 feet; thence run S 84º00'52" W for a distance of 51.44 feet thence run N 60º11'05" W for a distance of 67.20 feet; thence run N 30º35'39" W for a distance of 95.50 feet; thence run N 05º22'23" E for a distance of 73.58 feet; thence run N 18º51'46" W for a distance of 70.82 feet; thence run N 26º27'20" W for a distance of 67.18 feet; thence run N 57º15'46" W for a distance of 51.14 feet; thence run N 02º02'15" W for a distance of 96.48 feet; thence run N 59º20'25" W for a distance of 80.54 feet; thence run N 53º54'22" W for a distance of 98.99 feet; thence run N 57º42'21" W for a distance of 63.49 feet; thence run N 45º44'41" E for a distance of 719.00 feet to the West right-of-way line of Markham Woods Road; thence run S 11º40'54" E along said West right-of-way line for a distance of 786.90 feet to the point of curvature of a curve concave Southwesterly having a radius of 1615.39 feet; thence run southeasterly along the arc of said curve and said West right-of-way line through a central angle of 10º41'37" for a distance of 301.49 feet to the point of tangency; thence run S 00º59'17" E along said West right-of-way line for a distance of 393.17 feet to the POINT OF BEGINNING. Containing 10.298 acres more or less.

EXHIBIT "B"

Preliminary Master Plan

EXHIBIT "C"

Wall Cross Section

ORDINANCE NO. 2008-Z2007-23 **SEMINOLE COUNTY, FLORIDA**

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 PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION 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 "Dello Russo Residence PUD"

(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 PUD (Planned Unit Development) 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 the date of filing with the Department and recording of Development Order #07-21700003.

ENACTED this 10th day of June 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Brenda Carey, Chairman

EXHIBIT "A"
<u>LEGAL DESCRIPTION</u>:

That part of Tract "F3", ALAQUA LAKES PHASE I, as recorded in Plat Book 52, Pages 70 through 80, of the Public Records of Seminole County, Florida, described as follows: Begin at the Southeast corner of said Tract "F3"; then run N 89º38'54" W along the South line of said Tract "F3" for a distance of 40.07 feet; then the following eighteen (18) courses along the Westerly boundary of said Tract "F3": N 21º37'22" W for a distance of 121.66 feet; thence run N 01º49'41" E for a distance of 72.48 feet; thence run N 27º40'07" W for a distance of 74.44 feet; thence run N 30º51'50" W for a distance of 48.14 feet; thence run N 64º13'22" W for a distance of 45.71 feet; thence run N 38º14'04" W for a distance of 58.47 feet; thence run N 50º35'27" W for a distance of 54.00 feet; thence run S 84º00'52" W for a distance of 51.44 feet thence run N 60º11'05" W for a distance of 67.20 feet; thence run N 30º35'39" W for a distance of 95.50 feet; thence run N 05º22'23" E for a distance of 73.58 feet; thence run N 18º51'46" W for a distance of 70.82 feet; thence run N 26º27'20" W for a distance of 67.18 feet; thence run N 57º15'46" W for a distance of 51.14 feet; thence run N 02º02'15" W for a distance of 96.48 feet; thence run N 59º20'25" W for a distance of 80.54 feet; thence run N 53º54'22" W for a distance of 98.99 feet; thence run N 57º42'21" W for a distance of 63.49 feet; thence run N 45º44'41" E for a distance of 719.00 feet to the West right-of-way line of Markham Woods Road; thence run S 11º40'54" E along said West right-of-way line for a distance of 786.90 feet to the point of curvature of a curve concave Southwesterly having a radius of 1615.39 feet; thence run southeasterly along the arc of said curve and said West right-of-way line through a central angle of 10º41'37" for a distance of 301.49 feet to the point of tangency; thence run S 00º59'17" E along said West right-of-way line for a distance of 393.17 feet to the POINT OF BEGINNING. Containing 10.298 acres more or less.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 10, 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): Robert G. and Diane M. Dello Russo

Project Name: Dello Russo Residence PUD

Requested Development Approval: The applicant is requesting a rezoning from PUD (Planned Unit Development) to PUD for 10.29 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate.

The Board of County Commissioners has determined that the requested rezone to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Dello Russo Residence from PUD to PUD" and all evidence submitted at the public hearing on June 10, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone to PUD 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 part of Tract "F3", ALAQUA LAKES PHASE I, as recorded in Plat Book 52, Pages 70 through 80, of the Public Records of Seminole County, Florida, described as follows: Begin at the Southeast corner of said Tract "F3"; then run N 89º38'54" W along the South line of said Tract "F3" for a distance of 40.07 feet; then the following eighteen (18) courses along the Westerly boundary of said Tract "F3": N 21º37'22" W for a distance of 121.66 feet; thence run N 01º49'41" E for a distance of 72.48 feet; thence run N 27º40'07" W for a distance of 74.44 feet; thence run N 30º51'50" W for a distance of 48.14 feet; thence run N 64º13'22" W for a distance of 45.71 feet; thence run N 38º14'04" W for a distance of 58.47 feet; thence run N 50º35'27" W for a distance of 54.00 feet; thence run S 84º00'52" W for a distance of 51.44 feet thence run N 60º11'05" W for a distance of 67.20 feet; thence run N 30º35'39" W for a distance of 95.50 feet; thence run N 05º22'23" E for a distance of 73.58 feet; thence run N 18º51'46" W for a distance of 70.82 feet; thence run N 26º27'20" W for a distance of 67.18 feet; thence run N 57º15'46" W for a distance of 51.14 feet; thence run N 02º02'15" W for a distance of 96.48 feet; thence run N 59º20'25" W for a distance of 80.54 feet; thence run N 53º54'22" W for a distance of 98.99 feet; thence run N 57º42'21" W for a distance of 63.49 feet; thence run N 45º44'41" E for a distance of 719.00 feet to the West right-of-way line of Markham Woods Road; thence run S 11º40'54" E along said West right-of-way line for a distance of 786.90 feet to the point of curvature of a curve concave Southwesterly having a radius of 1615.39 feet; thence run southeasterly along the arc of said curve and said West right-of-way line through a central angle of 10º41'37" for a distance of 301.49 feet to the point of tangency; thence run S 00º59'17" E along said West right-of-way line for a distance of 393.17 feet to the POINT OF BEGINNING. Containing 10.298 acres more or less.

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; Ian Sikonia, Senior Planner; Austin Watkins, Senior Planner; Joy Williams, Planner; Sheryl Stolzenberg, Principal Planner; Tony Matthews, Principal Planner; Dick Boyer, Senior Planner; Jeff Hopper, Senior Planner; and Connie R. DeVasto, Clerk to the Commission.

9. Dello Russo PUD Rezone; Robert Dello Russo, applicant; 10.29 ± acres; Rezone from PUD (Planned Unit Development) to PUD; located at the northwest corner of Markham Woods Road and S Stone Gate. (Z2007-23)

Commissioner Carey – District 5
Austin Watkins, Senior Planner

Tina Williamson stated that at the pleasure of the Commission, Staff does not need to present this item as it is a continuation of the previous item creating the new PUD.

No one from the audience spoke in favor or opposition of this request.

Commissioner Chase made a motion to recommend approval the request.

Commissioner Wolf seconded the motion.

The motion passed unanimously 7 – 0.