

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, JUNE 12, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

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

Awards and Presentations

1. **Presentation** - Comprehensive Annual Financial Report (CAFR) presented by: Maryanne Morse, Clerk of the Circuit Court, Dave Godwin, County Finance Director and Dan O'Keefe, CPA

Consent Agenda

- **County Manager's Consent Agenda (Items No. 2 - 24)**

Administrative Services

Purchasing and Contracts

2. Award CC-1949-07/LKR and authorize the Chairman to execute the agreement in the amount of \$105,000.00 to Florida Industrial Scale Co., Inc. of Longwood for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of three scale automation stations on the two existing inbound scales and the one existing outbound scale at the Central Transfer Station. (Ray Hooper)
3. Approve Amendment #4 for RFP-4227-04/GMG – Vending Agreement for Snacks, Drinks, Hot/Cold Food Vending Services for Seminole County Services Building, Courthouse and Criminal Justice Center Locations, with Snack Time Vending, Inc., Longwood (Revenue Contract). (Ray Hooper)
4. Approve the ranking list and authorize rate negotiations for PS-1666-07/BLH - Final design services with Inwood Consulting Engineers of Oviedo, FL for State Road 426/County Road 419 Widening (Not To Exceed \$1,800,000.00 over the term of nine years). (Ray Hooper)
5. Approve and authorize the Chairman to execute Work Order #72 to PS-5165-04/AJR – Master Agreement for Continuing Professional Services in the amount of \$128,431.70 to HDR Engineering, Inc., of Orlando to provide professional design services for the investigation, design and preparation of plans for drainage improvements at the intersection of Bear Gully Road and Howell Branch Road. (Ray Hooper)

6. Award RFP-600134-07/TLR – Seminole County Medical Director Services to Todd M. Husty, DO, PA, Oviedo, at an annual rate not to exceed \$240,630.00, and authorize the Chairman to execute the Agreement. (Ray Hooper)
7. Award IFB-600172-07/TLR – Courier Services to Absolute Sparkle Courier Services, Chuluota (Not to exceed \$55,178.24 for the first year; \$57,458.25 for the second year; and \$59,056.32 for the third year). (Ray Hooper)

Support Services

8. Approve and authorize the Chairman to execute the Mutual Release and Cancellation of Lease between Seminole Community College EMS/Fire Rescue Training Center and Seminole County. District 5 - Carey (Meloney Lung)

Community Services

Community Assistance

9. Approve and authorize the Chairman to execute the Assignment of Mortgage in consideration of receipt of \$7,500, regarding the SHIP/HOME affordable housing mortgage referenced therein which is presently in protracted foreclosure litigation (Seminole County Government vs. Satyra Pitts-Williams et al, Case #06-CC-1328-20-S). District 5 - Carey (David Medley)
10. Approve and authorize the Chairman to execute the First Amendment to the Seminole County/Corinthian Builders, Inc. SHIP Program Developer Agreement for Program Year 2005-2006 which extends the completion date to July 31, 2007. District 5 - Carey (Shelley McHaney)

Environmental Services

Planning Engineering Inspections

11. Approve and authorize the Chairman to execute the Exhibit "G" to the Conditional Utility Agreement for Water Service with KMT Development for the extension of the off-site Reclaimed Water facility and the oversizing of the Water Main within the Long Pond subdivision. District 5 - Carey (Mike Harber)

Fiscal Services

Administration - Fiscal Services

12. Approve and authorize the Chairman to execute the Memorandum of Understanding between the Florida Division of Fire Marshal and Seminole County in acceptance of \$38,412 allocated under the 2006/07 Florida Domestic Preparedness - WMD/HazMat Response Grant Program. (Leeanna Raw)
13. Approve to submit on-going grant applications to the Workforce Central Florida Grant Program for Paramedic training of up to \$50,000 and authorize the County Manager to execute supporting documents. (Leeanna Raw)

14. Approve and authorize the Chairman to execute the attached resolution designating Orange County Industrial Development Authority as the authorized representative to hold a public hearing on behalf of Seminole County in connection with the Health and Educational Facilities Authority of the State of Missouri's issuance of Educational Facilities Revenue Bonds of up to \$35,975,000. (Angela Singleton)
15. Approve to submit a grant application to the Kodak American Greenways Program requesting \$2,500 for construction of a viewing platform at the Lake Harney Wilderness Area, and authorize the County Manager to execute supporting documents. (Amy Raub)

Budget

16. Approve and authorize the Chariman to execute a Resolution implementing Budget Amendment Request #07-65 in the amount of \$38,412 to the Public Safety Federal Grants Fund to recognize proceeds from the Federal Department of Homeland Security grant. (Lin Polk)
17. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request #07-69 to the Stormwater Fund in the amount of \$275,000 to fund the Chuluota Sidewalk Connection project. (Lin Polk)
18. Approve and authorize the Chairman to execute Budget Change Request #07-17 to the 2001 Infrastructure Sales Tax Fund in the amount of \$595,000 to provide additional funding for three arterial / collector roadway projects (Southwest Road, Beardall Avenue, & County Road 427A). (Lin Polk)
19. Approve and authorize the Chairman to execute a Resolution implementing Budget Change Request #07-18 to the General Fund in the amount of \$87,586 to allocate anticipated insurance proceeds for the replacement of equipment and supplies that were damaged or destroyed as a result of the fire at the Animal Services Facility on February 8, 2007. (Lin Polk)

Planning and Development

Development Review

20. Authorize the release of the Mills Cove Subdivision (aka Hilltop Subdivision Phase II) Maintenance Agreement and Irrevocable Letter of Credit #158, for road improvements. District 1 - Dallari (Kelly Brock)
21. Approve and authorize the Chairman to execute the final plat for Tusca Place North Subdivision located on the southeastern corner of Brisson & Celery Ave. in Section 32, Township 19 South, Range 31 East. District 5 - Carey (Brian Walker)

Planning

22. Authorize and approve the request by Pollo Tropical Inc., applicant for a Special Event permit, for a grand opening event at 8301 Red Bug Lake Road to be held on June 22, 2007 and June 23, 2007 according to the following schedule: June 22, 2007: 4 PM – 9 PM, festival; June 22, 2007 5 PM – 8 PM, free concert; June 23, 2007 12 PM – 8 PM, festival; June 23, 2007: 5 PM – 8 PM, free concert. District 1 - Dallari (Amy Stevenson)

Public Safety
Emergency Management

23. Approve and authorize the Chairman to execute Amendment No. 6, terminating the State of Florida, Department of Environmental Protection Contract No. GC515 for the Petroleum Compliance Verification Program, effective June 30, 2007; and approve and authorize the Chairman to execute the State of Florida, Department of Environmental Protection Contract No. GC684 to become effective July 1, 2007.
(Tad Stone)

Public Works
Engineering

24. Adopt and authorize the Chairman to execute a Resolution accepting a Quit Claim Deed from Swanlea, Inc., a Florida Corporation, to Seminole County for property needed to implement additional drainage improvements and maintain the Longwood Canal (also known as the Columbus Harbor Ditch). District 4 - Henley
(Jerry McCollum)

• County Attorney's Consent Agenda (Items No. 25 - 28)

County Attorney's Office
Property Acquisition

25. **Approve Settlement and Execute Subordination Agreement** - For Airport Boulevard Phase II Subordination of Utility Interest Agreement (Parcel Number 108) between Seminole County and BellSouth Telecommunications, Inc., in conjunction with the Airport Boulevard Phase II road improvement project. District 5 - Carey
26. **Authorize Binding Written Offers/Offer of Judgement** - For Parcel Numbers 126, 700, 706, 711, 729B, 731B, 750, 751A/B, 752, 753A/B, 754, 755, 835A/B and 848 relating to the Lake Emma Road improvement project. District 4 - Henley
27. **Barnett Property** - Approve and execute purchase agreement relating to Parcel Numbers 146/746/846 of the County Road 15 (Monroe Road) improvement project, located at 717 Monroe Road, Sanford, Florida, for \$11,400.00 with no fees or expenses incurred by the property owner. District 5 - Carey
28. **BJ's Wholesale Club, Inc. Property** - Approve and execute purchase agreement relating to Parcel Numbers 145A/145B/745 of the County Road 15 (Monroe Road) improvement project, located at 450 Monroe Road, Sanford, Florida, for \$88,000.00 with no fees or expenses incurred by the property owner. District 5 - Carey

• Constitutional Officers Consent Agenda (Items No. 29 - 29)

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

29. Approve Expenditure Lists dated May 7, 14 & 21, 2007; approve Payroll Lists dated May 6 & 17, 2007; authorize the Chairman to execute Satisfaction of Lien for Cost of Prosecution for Marcos Antonio Cruz; approve BCC Minutes dated May 8, 2007.

Regular Agenda

30. **Platted Parks** - Staff is seeking direction from the Board regarding how to move forward on the maintenance and ownership issues of platted parks that have been identified for perpetual use by the public on a plat that was accepted by the Board of County Commissioners. (Meloney Lung)
31. **Jobs Growth Incentive and Business Retention Project** - Approve and authorize the Chairman to execute a Jobs Growth Incentive Agreement between Seminole County and Invacare Florida Corporation in the amount of \$112,500; and approve and authorize the chairman to execute an interlocal agreement with the City of Sanford regarding the City's contribution in the amount of \$56,250. District 5 - Carey (Sabrina O'Bryan)
32. **Certificates of Public Convenience and Necessity** - Determine that the following applicants do not meet the criteria for the issuance of Certificates of Public Convenience and Necessity for waste collection because the firms have not complied with the insurance requirements of Seminole County Code (Code) Sec. 235.52, as adopted by the Board of County Commissioners on September 26, 2006: ACME Recycling Industries, LLC; Advanced Waste Services, LLC; Johnson and Johnson Roll Off Specialties, Inc; RMD Americas of Florida, LLC; Safety-Kleen; USA Services of Florida, Inc.; and Weeks and Weeks Waste Service, Inc., dba Maddox Waste Services; and, Direct staff to take the necessary steps in revising certain insurance requirements in Chapter Sec. 235.5 of the Seminole County Code, as recommended by staff. (David Gregory)

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

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

Public Hearings

33. **(Continued from 5/22/07) Water Conservation Ordinance** - Enact and authorize the Chairman to execute the Water Conservation Ordinance amending Part 5, Chapter 270 of the Seminole County Code entitled "Emergency Water Conservation Ordinance," and rescind the Emergency Water Shortage Resolution 2001-R-13. (Debbie Meinert)

34. **Disposition of County Property for Affordable Housing** - Approve and authorize the Chairman to execute a Resolution approving an available property inventory list appropriate for use as affordable housing pursuant to F.S. 125.379. (Meloney Lung)
35. **Vacate and Abandonment** - Adopt and authorize the Chairman to execute the Resolution to vacate and abandon a drainage easement, as recorded in O.R. Book 1050, page 564 of the public records of Seminole County, Florida in Section 08, Township 21 S, Range 29 E (Forest Creek, Inc., applicant). District 3 - Van Der Weide (Brian M. Walker)
36. **Rezone** - Approve the request to rezone 1.09 + acres located on the north side of Fifth Street approximately 300 feet west of the intersection of CR 419 and Fifth Street, from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling), based on staff findings, and authorize the Chairman to execute the rezone ordinance (Frank Joyce, applicant). District 1 - Dallari (Austin Watkins)
37. **Second Amendment/Heathrow International Business Center** - Approve the Second Amendment to the Third Amended and Restated Development of Regional Impact (DRI) Development Order for the Heathrow International Business Center with finding that the amendment is not a substantial deviation to the DRI; and approve the Second Amendment to Third Amended and Restated Commitments, Classification and District Description for the Heathrow International Business Center Planned Unit Development, for 188 ± acres, located on the south side of CR 46A, approximately bounded by I-4, Banana Lake Road, and Lake Mary Boulevard, and authorize the Chairman to execute aforesaid approval documents based on staff findings (Shutts & Bowen, LLP, applicant). District 5 - Carey (Ian Sikonia)

Legislative Update

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

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

Adjourn BCC Meeting

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

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

PRESENTATION

Comprehensive Annual Financial Report (CAFR) –

Presented by:

Maryanne Morse, Clerk of the Circuit Court
Dave Godwin, Finance Director
Dan O'Keefe, CPA

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Construction Contract - CC-1949-07/LKR CTS Scale Automation Stations

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Lisa Riner

EXT:

MOTION/RECOMMENDATION:

Award CC-1949-07/LKR and authorize the Chairman to execute the agreement in the amount of \$105,000.00 to Florida Industrial Scale Co., Inc. of Longwood for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of three scale automation stations on the two existing inbound scales and the one existing outbound scale at the Central Transfer Station.

County-wide

Ray Hooper

BACKGROUND:

CC-1949-07/LKR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of three scale automation stations on the two existing inbound scales and the one existing outbound scale at the Central Transfer Station.

The project was publicly advertised and the County received one (1) response. The Review Committee, consisting of Richard Meinert, Project Manager, Solid Waste Division, Carol Hunter, Principal Engineer, PEI Division, and David Gregory, Manager, Solid Waste Division, reviewed the response. Consideration was given to the bid price, experience, and experience of subcontractors.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Florida Industrial Scale Co., Inc. in the amount of \$105,000.00. The completion time for this project is ninety (90) calendar days from issuance of the Notice to Proceed by the County. The attached backup documentation includes the bid tabulation.

This is a budgeted project, and funds are available in the account line for Solid Waste - Central Transfer Station Scale Automation (40201.169100, CIP #00244701).

STAFF RECOMMENDATION:

Staff recommends the Board award CC-1949-07/LKR and authorize the Chairman to execute the agreement in the amount of \$105,000.00 to Florida Industrial Scale Co., Inc. for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of three scale automation stations on the two existing inbound scales and the one existing outbound scale at the Central Transfer Station.

ATTACHMENTS:

1. CC-1949-07_LKR Agreement to Florida Industrial Scale Co, Inc.
2. CC-1949-07_LKR Backup Document


Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

SCALE AUTOMATION STATION CONSTRUCTION AGREEMENT (CC-1949-07/LKR)

THIS AGREEMENT is dated as of the ____ day of _____ 2007, by and between Florida Industrial Scale Co. Inc., duly authorized to conduct business in the State of Florida, whose address is 728 Industry Road, Longwood, Florida 32750, 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. The Work is generally described as Central  Transfer Station Scale Automation Station.

The Project for which the Work under the Contract Documents is a part is generally described as Central Transfer Station Scale Automation Station.

Section 2. Engineer.


(a) ENGINEER OF RECORD as named in the Contract Documents shall mean BROWN AND CALDWELL, whose address is 850 Trafalgar Court, 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 BROWN AND CALDWELL.

Section 3. Contract Time.

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

(b) The Work shall commence upon issuance of a Notice to Proceed, with groundbreaking to occur no later than fifty-four (54) calendar days after issuance of the Notice to Proceed. The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within twenty-one (21) calendar days after the date of groundbreaking. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within fifteen (15) 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 ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$105,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

of the Contract Documents.

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

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

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

Section 5. Payment Procedures.

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

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

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

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

Section 6. Additional Retainage for Failure to Maintain Progress on the Work.


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

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

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

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


Section 7. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

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

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

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

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

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

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

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

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

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

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



(i) CONTRACTOR's resident Superintendent at the Work site shall be John A. McGil, 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. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement;
- (b) Addenda;
- (c) Bid;
- (d) American with Disabilities Act Affidavit;
- (e) Performance Bond;
- (f) Payment Bond;
- (g) Material and Workmanship Bond;
- (h) Specifications;
- (i) Technical Specifications Provided in these Contract Documents;
- (j) General Conditions;
- (k) Supplementary Conditions  including any utility-specific forms provided by County's Utility Division;
- (l) Notice to Proceed;
- (m) Change Orders;
- (n) Certificate of Substantial Completion;
- (o) Certificate of Final Inspection;
- (p) Certificate of Engineer;
- (q) Certificate of Final Completion;
- (r) Contractor's Release;
- (s) Drawings and Plans;
- (t) Supplemental Agreements;
- (u) Contractor's Waiver of Lien (Partial);
- (v) Contractor's Waiver of Lien (Final and Complete);

(w) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
(x) Consent of Surety to Final Payment;
(y) Instructions to Bidders; and
(z) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

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, TWENTY SIX THOUSAND AND NO/100 (\$26,000.00) 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:


Public Works
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773

For CONTRACTOR:

Florida Industrial Scale Co., Inc.
728 Industry Road
Longwood, FL 32750

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:

FLORIDA INDUSTRIAL SCALE CO., INC.

, Secretary

By: _____
Don Cook, 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: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Bid Form

AEC:jjr:sjs
04/07/07; 5/17/07

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EXHIBIT A

SECTION 01010

SUMMARY OF WORK

PART 1 --GENERAL

The work covered under this contract will be performed at the site of the existing Seminole County Central Transfer Station which is owned and operated by the Seminole County Solid Waste Management Division (Owner). The work will consist of the construction of three scale automation stations on the two existing inbound scales and the one existing outbound scale. The work will be performed at the entrance to the transfer station from State Road 419. The work must be performed in conformance with these contract documents and must conform to all current building codes in place in the State of Florida and Seminole County. In the event of conflicting codes concerning the required building trades, the most stringent code in place at the time of contract bidding will be enforced.

PART 2 --WORK OF THIS CONTRACT

The work to be performed under this contract includes the construction of the following:

- A. All electrical components illustrated on the Contract Drawings and specified in Section 16050. This work includes power and signal for all components of the scale automation system that is being purchased by the Owner and supplied to the Contractor for installation. The Owner supplied equipment consists of three scale automation panels, two cameras, two barrier gates, one computer and all signal cable that is required for the various components and accessory items. The specifications for this "VENDOR PACKAGE" will be made available to all bidders. The Contractor will supply all wire, breakers and accessories required for power. Contractor is to install all panels, cameras, gates, conduit, junction boxes, wire and signal cable and shall also terminate all wire and cable (power and signal) to construct a working scale automation system for the Owner.
- B. All structural components illustrated on the Contract Drawings. This work includes demolition of the existing concrete slab to install a trenched, reinforced, concrete encased, electrical duct bank and all structural steel components that will act as bollards, protection rails and supports for the two scale automation panels at the inbound scales. It also includes removal of the existing window glazing and installation of new unistruts and closure plates to allow for the installation of a third scale automation panel at the outbound scale adjacent to the existing sliding window in the scale house. The structural steel is to be hot-dip galvanized and painted per the Contract Drawings.

- C. Installation of panels and cameras shall be per the Contract Drawings. Contractor is responsible for providing all components such as neoprene bearing pads, stainless steel fasteners and sealant.
- D. All barricades and traffic control devices as required. Contractor shall coordinate scale traffic constraints and lane closures with the Owner prior to performing the work and shall provide steel plates over concrete duct banks to minimize disruption of scale operations during weekday hours of operation.
- E. Disposal of demolished material and construction debris in a legal manner. It is important to note that construction and demolition debris cannot be disposed of on-site at the Seminole County Central Transfer Station.
- F. Contractor shall provide miscellaneous clean-up and close-out of the project in accordance with Owner's requirements. This will include a marked up set of as-built drawings turned over to the Owner documenting any field changes that occurred during construction.

****END OF SECTION****

SECTION 16050

ELECTRICAL

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required for a complete electrical system for Scale House modifications at the Seminole County Central Transfer Station as hereinafter specified and shown on the Drawings.
- B. The work, apparatus and materials, which shall be furnished under these Specifications and accompanying Drawings, shall include all items listed hereinafter and/or shown on the Drawings. Certain equipment, which will require wiring thereto and/or complete installation, is indicated. All materials necessary for the complete installation shall be furnished and installed by the CONTRACTOR to provide complete power, lighting, instrumentation, wiring and control systems as indicated on the Drawings and/or as specified herein.
- C. The CONTRACTOR shall furnish and install the necessary cables, protective devices, conductors, supports, raceways, exterior electrical system, etc., to serve lighting loads and miscellaneous electrical loads as indicated on the Drawings and/or as specified. The CONTRACTOR shall install any control panel provided under this or any other sections on the specifications.
- D. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All workmanship shall be of the highest quality; sub-standard work will be rejected.
- E. Each bidder or his authorized representatives shall, before preparing his proposal, visit the existing Central Transfer Station and inspect carefully the present installation. The submission of the proposal by this bidder shall be considered evidence that he or his representative has visited the site and noted the locations and conditions under which the work will be performed and that he takes full responsibility for a complete knowledge of all factors governing his work.
- F. All power interruptions to existing equipment shall be at the OWNER's convenience. Each interruption shall have prior approval.
- G. It is the intent of these Specifications that the electrical system shall be suitable in every way for the service required. All material and all work, which may be reasonably implied as being incidental to the work of this Section, shall be furnished at no extra cost.
- H. Furnish and install a complete underground system of ducts, manholes and handholes as herein specified and shown on the drawings.

1.02 SERVICE AND METERING

- A. Permanent electrical power is existing.

1.03 CODES, INSPECTION AND FEES

- A. All material and installation shall be in accordance with the latest edition of the National Electrical Code and all applicable national, local and state codes, laws and ordinances.
- B. Pay all fees required for permits and inspections.

1.04 TESTS

- A. Test all systems and repair or replace all defective work. Make all necessary adjustments to the systems and instruct OWNER's personnel in the proper operation of the systems.
- B. The following minimum tests and checks shall be made prior to the energizing of electrical equipment. Test shall be by the CONTRACTOR and a certified test report shall be submitted providing all test results and stating that the equipment meets and operates in accordance with the Manufacturer's and job specifications, and that equipment and installation conforms to all applicable Standards and Specifications:
 - 1. Testing of protective relays for calibration and proper operation.
 - 2. Test all 600 volt wire insulation with a megohm meter after installation. Make tests at not less than 1000 volts. Submit a written test report of the results to the ENGINEER.
 - 3. Mechanical inspection of all circuit breakers to assure proper operation.
 - 4. Insulation resistance test of new motors prior to energization and again after 12 hours of pump run time.
- C. The ENGINEER shall be notified forty-eight (48) hours before tests are made to enable the OWNER to have designated personnel present.

1.05 INTERPRETATION OF DRAWINGS

- A. The Drawings are not intended to show exact locations of conduit runs.
- B. All three-phase circuits shall be run in separate conduits unless otherwise shown on the Drawings.
- C. Unless otherwise approved by the ENGINEER, conduit shown exposed shall be installed exposed; conduit shown concealed shall be installed concealed.
- D. Where circuits are shown as "home-runs," all necessary fittings and boxes shall be provided for a complete raceway installation.

- E. The locations of equipment shown on the Drawings are approximate only. Exact locations shall be as approved by the ENGINEER during construction. Obtain in the field all information relevant to the placing of electrical work and in case of any interference with other work, proceed as directed by the ENGINEER and furnish all labor and materials necessary to complete the work in an approved manner.
- F. Circuit layouts shown are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power and other electrical systems shown. Additional circuits shall be installed wherever needed to conform to the specific requirements of the equipment.
- G. The ratings of motors and other electrically operated devices together with the size shown for their branch circuit conductors and conduits are approximate only and are indicative of the probable power requirements insofar as they can be determined in advance of the purchase of equipment.
- H. All connections to equipment shall be made as shown, specified and directed and in accordance with the approved shop drawings, regardless of the number of conductors shown on the Electrical Drawings.

1.06 RECORD DRAWINGS

- A. As the work progresses, legibly record all field changes on a set of project Contract Drawings. When the project is complete, furnish a complete set of reproducible "As-built" drawings for the Project Record Documents.
- B. As-built drawings shall be provided on 24" x 36" format.

1.07 COMPONENT INTERCONNECTIONS

- A. Component equipment furnished under this Specification will not be furnished as integrated systems.
- B. Analyze all systems components and their shop drawings; identify all terminals and prepare drawings or wiring tables necessary for component interconnection.

1.08 SHOP DRAWINGS

- A. As specified under other Sections, shop drawings shall be submitted for approval for all materials, equipment, apparatus, and other items as required by the ENGINEER.
- B. Shop drawings shall be submitted for the following equipment:

- 1. Conduit
- 2. Circuit Breakers
- 3. Wire & cable
- 4. Conduit
- 5. Pull Boxes

- C. The Manufacturer's name and product designation and catalog cut sheets shall be submitted for the following material:
1. Conduit
 2. Boxes and fittings
- D. Prior to submittal by the CONTRACTOR, all shop drawings shall be checked for accuracy and contract requirements. Shop drawings shall bear the date checked and shall be accompanied by a statement that the shop drawings have been examined for conformity to Specifications and Drawings. This statement shall also list all discrepancies with the Specifications and Drawings. Shop drawings not so checked and noted shall be returned.
- E. The ENGINEER's check shall be only for conformance with the design concept of the project and compliance with the Specifications and Drawings. The responsibility of, or the necessity of, furnishing materials and workmanship required by the Specifications and Drawings, which may not be indicated on the shop drawings, is included under the work of this Section.
- F. The responsibility for all dimensions to be confirmed and correlated at the job site and for coordination of this work with the work of all other trades is also included under the work of this Section.
- G. No material shall be ordered or shop work started until the ENGINEER's approval of shop drawings has been given.

1.09 WARRANTY

- A. Provide a warranty for all the electrical equipment in accordance with the requirements of other Sections. Under no circumstances shall the warranty be for less than one year starting from substantial completion.

1.10 DISPOSITION OF REMOVED MATERIALS AND EQUIPMENT

- A. In general, it is intended that all materials and equipment indicated to be removed and disposed of by the CONTRACTOR shall, upon removal, become the CONTRACTOR's property and shall be disposed of off the site by the CONTRACTOR, unless otherwise directed by the OWNER.
- B. Reuse of wire will not be permitted. An exception is the reuse or relocation when wire is part of an existing lighting branch circuit and reuse or relocation is specifically designated and can be accomplished without removing and re-pulling the wire.
- C. All reusable and salvageable disconnect switches, starters, control devices, control panels and instruments, receptacles, light fixtures, etc. shall be sorted and returned to the OWNER.
- D. All electrical equipment to be salvaged shall be removed and shall be moved by the CONTRACTOR to a location on the site for storage as directed by the OWNER.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The materials used in all systems shall be new, unused and as hereinafter specified. All materials where not specified shall be of the very best of their respective kinds. Samples of materials or Manufacturer's specifications shall be submitted for approval as required by the ENGINEER.
- B. Materials and equipment used shall be Underwriters Laboratories, Inc. listed and conform to applicable standards of NEMA and ANSI.
- C. Electrical equipment shall, at all times during construction, be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored out-of-doors. Electrical equipment shall be stored in dry permanent shelters. If any apparatus has been damaged, such damage shall be repaired by the CONTRACTOR at his expense. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such special tests as directed by the ENGINEER, at the cost and expense of the CONTRACTOR, or shall be replaced by the CONTRACTOR at his own expense.
- D. All hardware shall be 316 stainless steel.

2.02 RACEWAYS AND FITTINGS

- A. All exposed raceways shall be PVC coated hot-dipped galvanized rigid steel (GRS) conduit with Underwriters' approval unless noted otherwise.
- B. All other raceways shall be PVC schedule 80 conduit.
- C. All metallic conduit fittings shall be zinc coated threaded type, of Appleton, Crouse Hinds, Pyle National, Thomas & Betts, or approved equal manufacture. All conduits shall be made up tight and no running threads will be permitted, "Erickson" couplings being used wherever necessary. Where conduit is cut, the inside edge shall be reamed smooth to prevent injury to conductors.

2.03 CONDUCTORS

- A. Conductors shall be copper. Power circuits shall have 600 volt PVC insulation (Underwriters' approved Type THHN/THW). Conductors shall be color coded in accordance with the NEC.
- B. All motor controls, remote indicating lights, alarm circuits and metering loops shall be wired with #14 stranded copper conductors. Insulation shall be polyethylene with an overall PVC jacket for multi-conductor cables.
- C. All shielded instrumentation cable shall be 2/c#16 shielded with 600 volt insulation and PVC outer jacket.

PART 3 - EXECUTION

3.01 CONDUIT INSTALLATION

- A. Where conduits enter or leave all outlet boxes, cabinets safety switches, tap boxes, motor controllers, etc., other than those having threaded hubs, a standard lock nut shall be used on the outside of the box. Bushings 1-inch and larger shall be of an approved insulated type.
- B. During construction, all installed raceways shall be temporarily plugged or otherwise protected from the entrance of moisture, dirt, trash, plaster, moisture, etc., through neglect of the CONTRACTOR to so protect them, shall be replaced by the CONTRACTOR without additional expense to the OWNER. No kinked, clogged or deformed raceways will be permitted on the job. Raceways shall be cut to proper length so that ends will fit accurately in the outlets. Where raceways cross building expansion joints, a suitable raceway expansion fitting shall be used.
- C. Size of raceway shall not be less than NEC requirements, but in no case shall be less than indicated on the Drawings. Combining of circuits, other than detailed, will not be permitted. The CONTRACTOR shall install larger size raceways than detailed where there is excessive length of unbroken run or excessive number of bends.
- D. Bends in metallic raceways shall be made while "cold" and in no case shall the raceways be heated. Raceways shall not be bent through more than 90 degrees. The radius of bends shall not be less than six (6) times the internal diameter of the raceway. Not more than four (4) (equivalent 90 degrees) bends will be permitted between outlets, the bends at the outlets being counted.
- E. Raceways shall be properly aligned, grouped and supported. Exposed raceways shall be installed at the right angles to or parallel to the principal structural members. Concealed raceways, unless otherwise indicated, may take the most direct route between outlets. Raceways shall be firmly held in place. Raceways shall run to avoid trapping wherever possible. Where areas are indicated for future openings, foundations, etc., all raceways shall be run around such areas. The CONTRACTOR shall provide necessary inserts in poured concrete areas and shall furnish and install all necessary sleeves through walls, floors and roofs for passage of raceways. Sleeves through roofs and/or exterior walls shall be properly sealed by the CONTRACTOR against entrance of moisture, etc., into the building. Where necessary repairs to the building structure using material in no way inferior to that originally installed and using labor skilled in the trades involved.

3.02 BOXES

- A. Install all outlet boxes, tap, junction or pull boxes, device boxes, etc., necessary for the complete installation as indicated on the Drawing and/or specified herein. All boxes shall be rigidly mounted and shall be equipped with suitable screw fastened covers. Where necessary for boxes to be supported away from the ceiling, structural steel members shall be provided for supports. All raceways entering boxes shall be mechanically and electrically secure. Open knockouts or holes in boxes shall be plugged with suitable blanking devices. Boxes shall be cleared of all plaster, dirt, trash, etc., before the installation of any wiring devices and/or before the installation of cover plates.

3.03 CONDUCTORS

- A. Splices, taps and attachments of fittings and lugs shall be electrically and mechanically secure. Approved solderless lugs and connectors shall be used for all conductors with 2-bolt type being used for sized No. 4/0 and larger. There shall be plenty of slack cable in boxes, outlets and cabinets to insure that there is no binding at the bushings. All lugs shall be of the correct sizes for the conductor in order to fit the conductor into a lug. Taping of joints shall be either with Scotch electrical tape or varnished cambric tape and friction tape to secure insulation strength equal to that of the conductors joined.

3.04 GROUNDING

- A. The entire electrical system shall be completely and effectively grounded as required by the NEC and as specified hereinafter.
- B. All metallic raceways shall be mechanically and electrically secure at all joints and at all boxes, cabinets, fittings and equipment. Metallic raceways entering the motor control center control panels or other electrical boxes shall be grounded to the appropriate ground bus. All metallic raceways shall be electrically continuous throughout the entire conduit system. Bond wires shall be used in exterior concrete pull boxes.
- C. The ground plane shall consist of a minimum of 2-5/8" x 20' copper ground rods. Rods and system ground shall be connected with a #2 copper ground to the service entrance ground. The ground resistance shall be tested and additional rods or plates added to achieve a dry season resistance not exceeding 5 ohms. Connections to ground rods shall be exothermically welded.

3.05 CONDUCTOR COLOR CODING

- A. All conductors shall be color coded as specified hereinafter. Color coding shall be by means of colored insulation material, colored braid or jacket over the insulation, or by means of suitable colored permanent, non-aging insulation tape equal to Scotch #471 or "Texcel 98" applied to conductors at each outlet, cabinet or junction point.
- B. The following system of color-coding shall be strictly adhered to:
 - 1. Ground leads, green.
 - 2. Grounded neutral leads, white.
 - 3. Ungrounded phase wires of a delta connected 120/240 volt, 3-phase, 4-wire system, black, orange (high leg, b-phase) and blue.
 - 4. All control leads, other than line connected "hot" leads, shall be black, red and blue and/or I.P.C.E.A. standard control cable coding provided method of identification is different from method used on power conductors.
- C. The color-coding assigned to each phase wire shall be consistently followed throughout the Work.

3.06 SUPPORTS

- A. The CONTRACTOR shall furnish and install all necessary supports for properly mounting all electrical equipment and raceways. Such supports shall be fabricated and installed in a neat and workmanlike manner, and care shall be taken that at no time shall any portion of the building structure be overloaded. Should the control panel structure sustain damage through carelessness or through failure of the CONTRACTOR to properly support and install the electrical equipment, the CONTRACTOR shall bear all costs involved in repairing or replacing such installation.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1--GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed and establishes the basis on which payment will be made

1.02 MEASUREMENT

Quantities shown on the Bid Form and as reflected on the Contract Drawings or provided in these specifications are approximate. Prior to submitting a bid, the Contractor shall inspect the site and visually observe the area where the work will be performed inside and outside of the scale house.

1.03 PAYMENT

- A. **Lump Sum Items.** No separate payment will be made for any item of work required to complete the work included in a lump sum bid item. Payment of the contract lump sum bid price shall be full compensation for furnishing all labor, equipment and materials necessary to complete these items.
1. **Mobilization.** Payment will be made under this bid item for Contractor's Mobilization on a lump sum basis. An upper limit for this work has been set at 7% of the total bid price.
 2. **Debris Removal and Hauling.** Payment will be made under this bid item for removal and hauling of all construction and demolition material on a lump sum basis.
 3. **Structural Items.** Payment will be made under this bid item for all structural components illustrated on the Contract Drawings or listed in Specification Section 01010 on a lump sum basis, other than the concrete encased electrical duct bank which is to be paid for on a unit price basis.
 4. **Electrical Items.** Payment will be made under this bid item for all electrical components illustrated on the Contract Drawings or listed in Specification Sections 01010 and 16050 on a lump sum basis.
 5. **Demobilization.** Payment will be made under this bid item for Contractor's Demobilization on a lump sum basis. An upper limit for this work has been set at 3% of the total bid price.

- B. **Unit Price Items.** Separate payment on a unit price basis will be made for the following items:

1. **Demolition of Concrete.** Payment will be made under this bid item for each square foot of existing slab that is removed at the inbound scales. This line item includes saw cut at the perimeter of the slab. For bid purposes, 60 square feet of area shall be used to determine the bid price.
2. **Concrete Duct Bank.** Payment will be made under this bid item for each cubic yard of concrete installed. This line item includes excavation, hand compaction of trench, rebar, concrete and finishing. For bid purposes, 9 cubic yards of volume shall be used to determine the bid price.

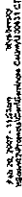
PART 2 --MATERIALS AND EQUIPMENT

(Not Applicable)

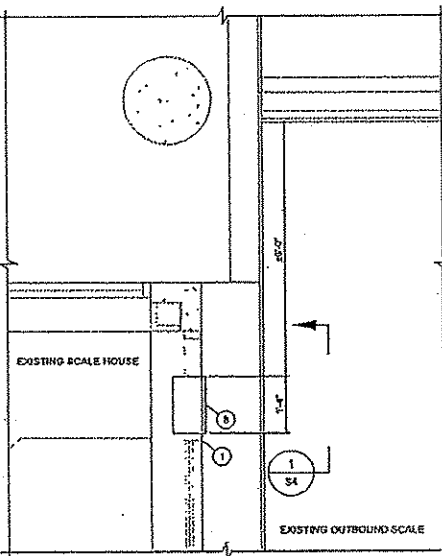
PART 3 --EXECUTION

- A. **Lump Sum Items.** Payment for lump sum bid items shall be based on the percentage of work completed by the Contractor for each bid item as determined by the Seminole County Construction Manager.
- B. **Unit Price Items.** Payment for unit price bid items shall be based on the actual quantity of work completed to the satisfaction of Seminole County as measured by the Seminole County Construction Manager.

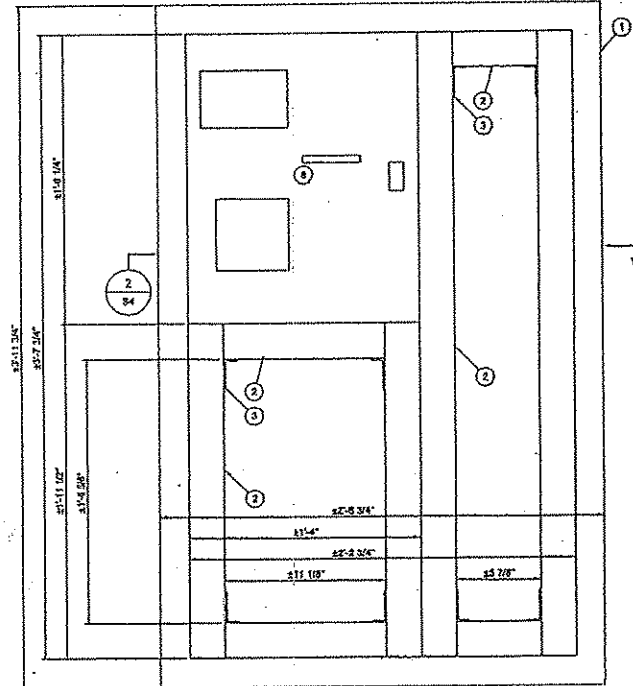
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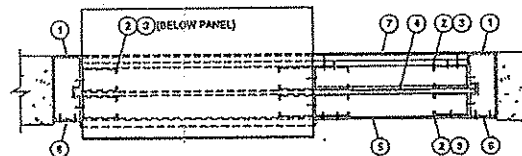




OUTBOUND-SCALE - WINDOW MOUNTED AUTOMATION PANEL
PARTIAL PLAN
SCALE: 3/4" = 1'-0"



SECTION 1
S4
SCALE: 3" = 1'-0"



SECTION 2
S4
SCALE: 3" = 1'-0"

KEYNOTES:

- 1 EXISTING 2 1/4-1 1/2" ALUMINUM WINDOW FRAME (BRONZE).
- 2 ALUMINUM CHANNEL - UNISTRUT P5500 EA, OR EQUAL (TYPICAL). PROVIDE 8 VERTICAL AND 8 HORIZONTAL AS SHOWN. ATTACH TO EXISTING WINDOW FRAME AND TO EACH OTHER WITH #10 SELF DRILLING SELF TAPPING STAINLESS STEEL SCREWS 4" ON CENTER.
- 3 ALUMINUM OR STAINLESS STEEL ANGLE FITTING - UNISTRUT P6348, OR EQUAL (TYPICAL). PROVIDE ANGLE FITTINGS AT ALL 16 CORNERS AND USE THREE STAINLESS STEEL BOLTS PER FITTING.
- 4 1/4" ALUMINUM PLATE IN GLAZING SLOT. SHIM AS REQUIRED TO ACHIEVE A TIGHT FIT AND PLACE IN A HEAVY BEAD OF SEALANT ALL AROUND FRAME.
- 5 1/8" ALUMINUM PLATE ON OUTER FRAME SURFACE TO ACT AS BACKING PLATE FOR ALUMINUM SHEET METAL COVER. ATTACH TO UNISTRUT FRAME WITH #6 SELF DRILLING SELF TAPPING STAINLESS STEEL COUNTERSUNK SCREWS 6" ON CENTER.
- 6 18 GAUGE ALUMINUM SHEET METAL COVER (BRONZE ANODIZED) ON OUTER WINDOW FRAME SURFACE. SET IN A HEAVY BEAD OF SEALANT ALL AROUND FRAME AND PROVIDE FLASHED EDGES TO WASTE WIZARD AUTOMATION PANEL. PROVIDE FINAL BEAD OF SEALANT ALL AROUND EXTERIOR EDGES. ATTACH TO EXISTING FRAME, NEW CHANNELS AND AUTOMATION PANEL WITH #6 SELF DRILLING SELF TAPPING STAINLESS STEEL SCREWS 4" ON CENTER (STAGGER AS SHOWN AT FRAMES).
- 7 INSIDE OF SCALE HOUSE. PROVIDE 2-3/4" THICK LAYERS OF CONCRETE BOARD SKIM COATED AND PAINTED TO MATCH WALL COLOR INSIDE. CONTRACTOR HAS OPTION TO INSTALL 18 GAUGE ALUMINUM SHEET METAL COVER INSTEAD OF SKIM COAT AND PAINT.
- 8 WASTE WIZARD AUTOMATION PANEL SUPPLIED BY OWNER AND INSTALLED BY CONTRACTOR (WINDOW MOUNTED).

BROWN AND CALDWELL

Environmental Engineering and Consulting
151 Tampa Court, Suite 201, Lakeland, Florida 33801, 813-941-1800 FAX 813-941-1801

SUBMITTED: DATE: 01/27/2009
APPROVED: DATE: 01/27/2009
APPROVED: DATE: 01/27/2009

DESIGNED: RCH
CHECKED: RCH
DESIGNED: RCH
CHECKED: RCH
DESIGNED: RCH
CHECKED: RCH

EXTERNAL REFERENCES
ROBERT E. HANCOCK
STRUCTURAL

| DATE | REV. | DESCRIPTION | BY | DATE | APP. |
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SEMNOL COUNTY
SOLID WASTE MANAGEMENT DIVISION
CENTRAL TRANSFER STATION
SCALE AUTOMATION

SCALE HOUSE
STRUCTURAL
PARTIAL PLAN AND SECTIONS

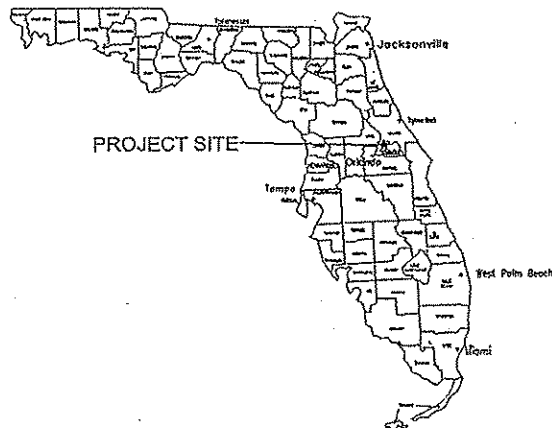
PROJECT
NO. 2008-001
DATE
01/27/2009
SHEET
S4
OF 2

SEMINOLE COUNTY, FLORIDA SOLID WASTE MANAGEMENT DIVISION

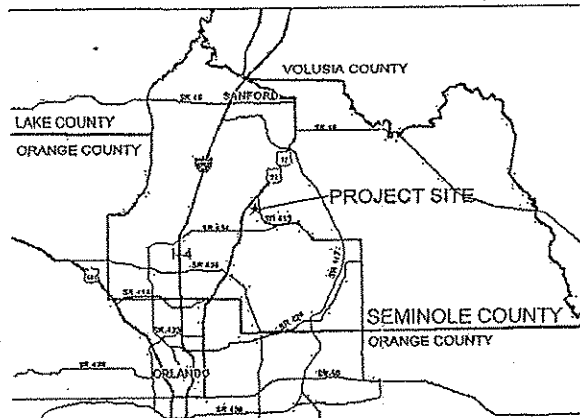
CENTRAL TRANSFER STATION SCALE AUTOMATION

DECEMBER 4, 2006

LOCATION MAP



VICINITY MAP



DRAWING INDEX

| SHEET NO. | DWG. NO. | TITLE |
|-------------------|----------|--|
| GENERAL | | |
| 1 | COVER | PROJECT TITLE, LOCATION MAP AND DRAWING INDEX |
| 2 | 01 | SITE PLAN |
| STRUCTURAL | | |
| 3 | S1 | 3-D OVERVIEW |
| 4 | S2 | PLAN AND NOTES |
| 5 | S3 | PARTIAL PLAN, SECTIONS AND DETAIL |
| 6 | S4 | PARTIAL PLAN AND SECTIONS |
| ELECTRICAL | | |
| 7 | E1 | PARTIAL SITE PLAN - SYMBOLS, NOTES AND ABBREVIATIONS |
| 8 | E2 | POWER PLAN |
| 9 | E3 | RISER DIAGRAM AND ELECTRICAL DETAILS |

ROBERT E. HRABOVSKY, P.E.
STRUCTURAL ENGINEER

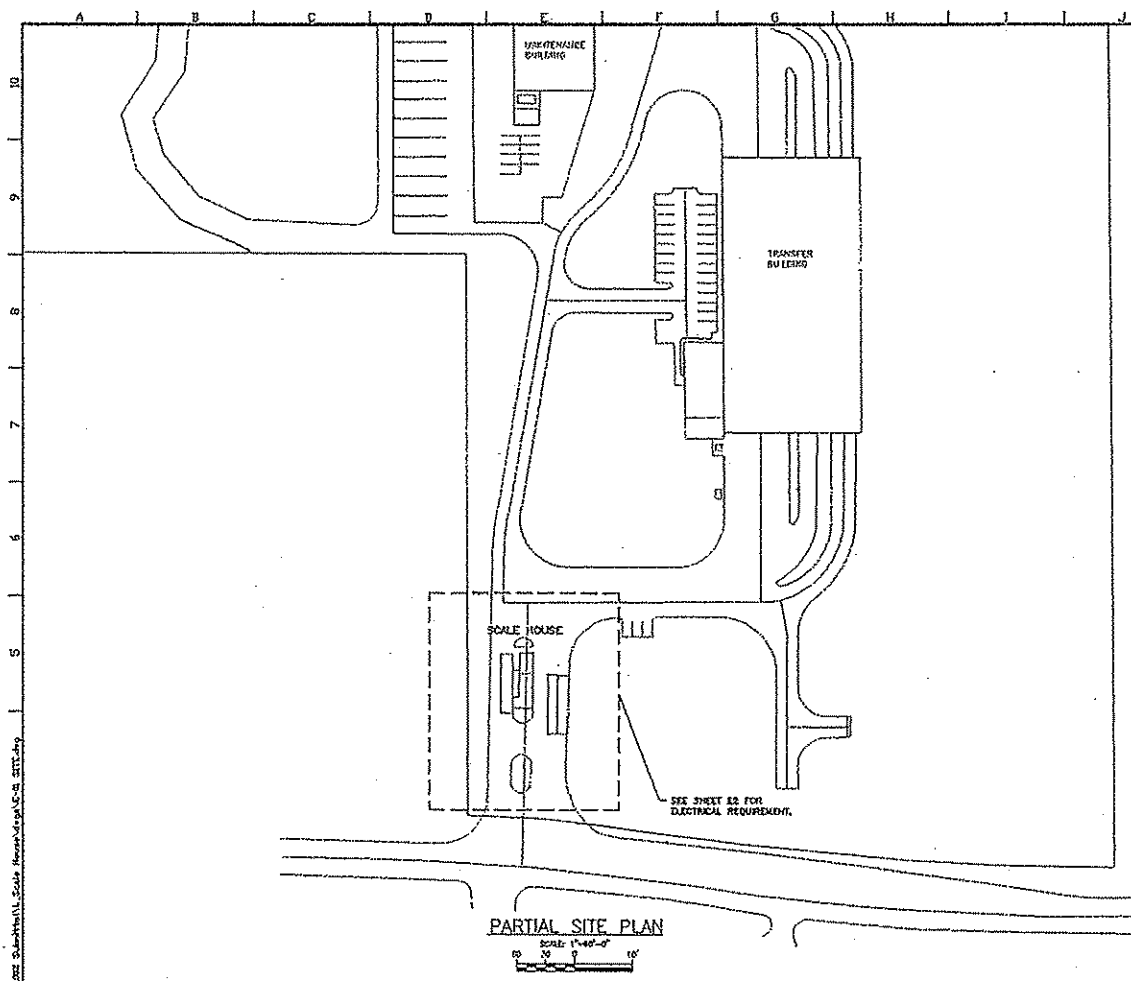
VILLAN M. REYES, P.E.
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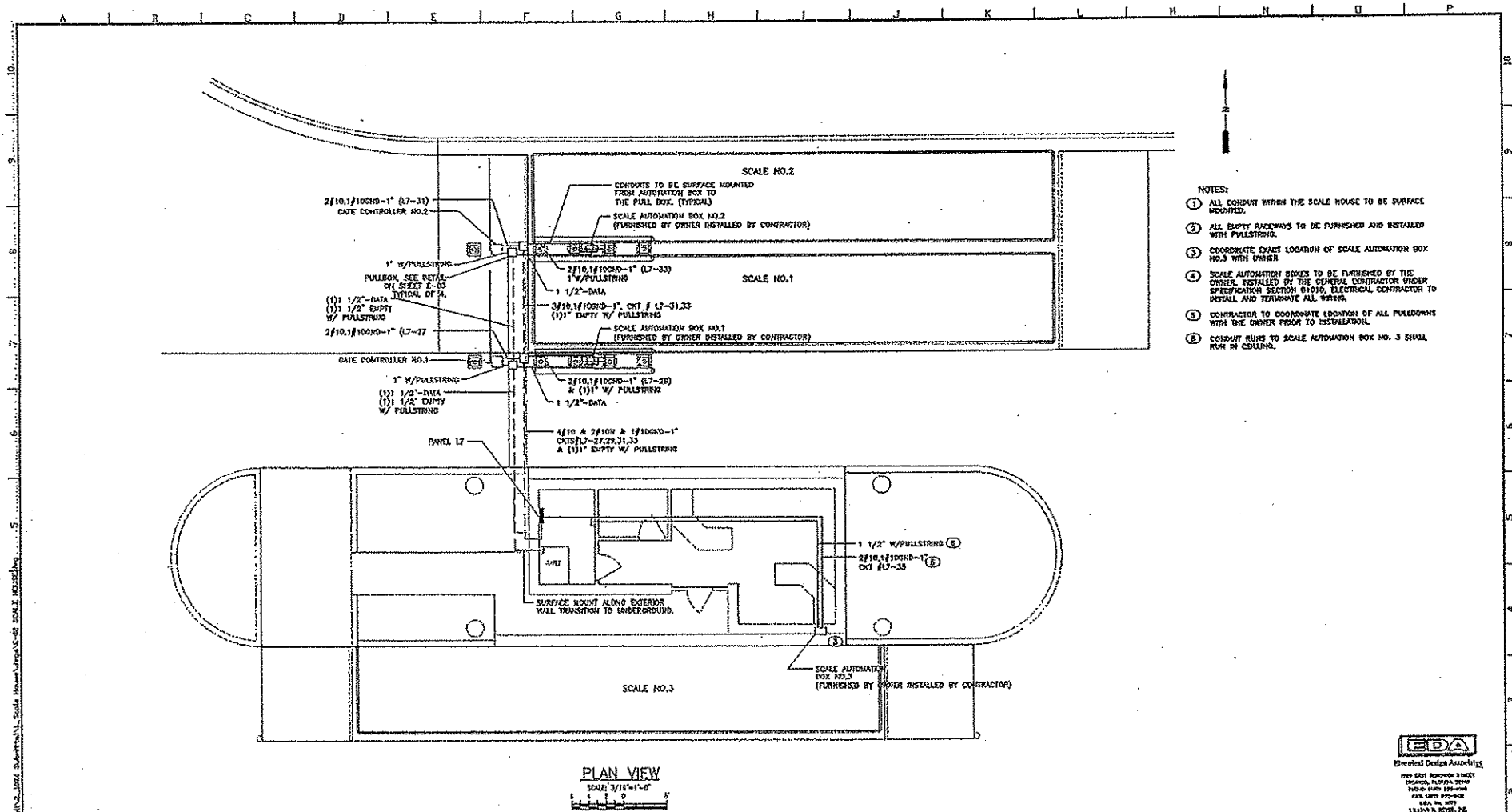


- LEGEND**
- CONDUIT RUN EXPOSED, RUN PARALLEL OR PERPENDICULAR TO STRUCTURE OR WALL.
 - - - CONDUIT CONCEALED IN OR BELOW FLOOR OR UNDERGROUND.
 - //— HOME RUN TO PANELBOARD. NUMBER OF ARROWS INDICATE NUMBER OF CIRCUITS. HASH MARKS INDICATE NUMBER OF #12 AWG CONDUCTORS. NO HASH MARKS INDICATE 2 #12 CONDUCTORS.
 - PANELBOARD
 - OTHER FURNISHED EQUIPMENT
- ABBREVIATIONS**
- | | | | |
|-----|---------------------|-----|--------------|
| A | AUTOMATED | FB | FIBERGLASS |
| ATS | ALTERNATING CURRENT | PH | PHASE |
| CT | CURRENT TRANSFORMER | SH | SHIELD |
| CP | CONTROL PANEL | TP | TYPICAL |
| GR | GROUND | V | VOLTS |
| GRS | GALVANIZED STEEL | W | WIRE |
| HTD | HEATED | W/P | WEATHERPROOF |
| P | POLE | W/P | WEATHERPROOF |

- ELECTRICAL SPECIFICATIONS**
1. PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY FOR AND INCIDENTAL TO THE COMPLETE INSTALLATION AND OPERATION OF ALL ELECTRICAL WORK, AND TO INSTALL OWNER FURNISHED EQUIPMENT.
 2. CONFORM TO THE REQUIREMENTS OF ALL RULES, REGULATIONS, AND CODES OF LOCAL, STATE, AND FEDERAL AUTHORITIES HAVING JURISDICTION. CONFORM TO THE NATIONAL ELECTRICAL CODE, THE NATIONAL ELECTRICAL SAFETY CODE, AND NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION LATEST EDITIONS.
 3. THE WORK INCLUDES BUT IS NOT LIMITED TO PROVIDING GROUNDING SYSTEM, INCLUDING ALL EQUIPMENT FOR THE INSTALLATION OF A COMPLETE SYSTEM.
 4. COORDINATE THE WORK OF ALL TRADES. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS WHICH MAY AFFECT THE INSTALLATION. COSTS FOR ANY CONDITIONS NOT SHOWN BUT DISCOVERED DURING THE SITE VISIT SHALL BE PROVIDED FOR BY CONTRACTOR. THE CONTRACTOR IS NOT RELIEVED FROM PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND OPERABLE SYSTEM SHOULD HE FAIL TO FOLLOW THIS DIRECTIVE.
 5. THE CONTRACT DRAWINGS ARE GENERALLY DIAGRAMMATIC AND ALL OFFSETS, BENDS AND FITTINGS AND ACCESSORIES ARE NOT NECESSARILY SHOWN. PROVIDE ALL SUCH ITEMS AS MAY BE REQUIRED TO FIT THE WORK TO THE CONDITIONS.
 6. MATERIAL AND EQUIPMENT INSTALLED AS A PART OF THE PERMANENT INSTALLATION SHALL BE NEW UNLESS OTHERWISE INDICATED OR SPECIFIED, OR BE LISTED BY THE UNDERWRITERS LABORATORY INC., FOR INSTALLATION IN EACH PARTICULAR CASE, WHERE STANDARDS HAVE BEEN ESTABLISHED.
 7. GUARANTEE THE COMPLETE ELECTRICAL SYSTEM FREE FROM ALL MECHANICAL AND ELECTRICAL DEFECTS FOR THE PERIOD OF ONE YEAR BEGINNING FROM THE DAY OF FINAL ACCEPTANCE OF THE WORK.
 8. OBTAIN, PAY FOR AND DELIVER ALL PERMITS, CERTIFICATES OF INSPECTION, ETC., REQUIRED BY THE AUTHORITIES HAVING JURISDICTION. DELIVER CERTIFICATES TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE WORK.
 9. WIRE, UNLESS OTHERWISE INDICATED SHALL BE 600 VOLTS RATED, TYPE THHN INSULATION. CONDUCTORS SHALL BE SIZED AND RUN AS INDICATED. CONDUCTORS SHALL BE SOFT DRAWN COPPER OF NOT LESS THAN 90% CONDUCTIVITY.
 10. CONDUITS SHALL BE RIGID STEEL OR SCHEDULE 40 PVC AS INDICATED ON PLAN. USE RIGID STEEL COMPONENTS WHEN TRANSITION OCCURS FROM UNDERGROUND PVC TO ABOVE GRADE. USE APPROVED COUPLERS, CONNECTORS AND INSULATED BUSHING FOR THE CONDUIT USED. MAKE ALL CONNECTIONS TIGHT. WHEATED OR COMPRESSION TYPE CONNECTIONS SHALL BE USED.
 11. GROUNDING SHALL BE IN ACCORDANCE WITH NEC AS A MINIMUM.
 12. CONTRACTOR SHALL PREPARE AND SUBMIT TO THE OWNER "AS-BUILT" DRAWINGS FOR CHANGES OR DEVIATIONS FROM CONTRACT DRAWINGS. PRIOR TO FINAL ACCEPTANCE, BY SPENT SPECTRUM THE CONTRACTOR SHALL DEMONSTRATE THE OPERATION OF THE INSTALLATION.

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Florida E.E. No. 3076

| BROWN AND CALDWELL <small>Professional Engineering and Consulting 1910 South Orange Avenue, Suite 200, Orlando, Florida 32809 Phone: (407) 261-1000, Fax: (407) 261-1000</small> | | DESIGNED L.M. CHECKED J.M. APPROVED L.M. | | EXTERNAL _____ _____ _____ | | REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>NO.</th> <th>REV.</th> <th>DESCRIPTION</th> <th>BY</th> <th>DATE</th> <th>APP.</th> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> | | NO. | REV. | DESCRIPTION | BY | DATE | APP. | | | | | | | | | | | | | | | | | | | | | | | | | SEMINOLE COUNTY SOLID WASTE MANAGEMENT DIVISION CENTRAL TRANSFER STATION SCALE AUTOMATION | | SCALE HOUSE PARTIAL ELECTRICAL SITE PLAN SYMBOLS, NOTES & ABBREVIATIONS | | DRAWN BY: _____ AS NOTED BY: _____ E1 SHEET NUMBER 7 OF 9 | |
|--|--|---|------|--|----|--|--|------|------|-------------|----|------|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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- NOTES:**
- ① ALL CONDUIT WHEN THE SCALE HOUSE TO BE SURFACE MOUNTED.
 - ② ALL EMPTY RACKWAYS TO BE FURNISHED AND INSTALLED WITH PULLSTRINGS.
 - ③ COORDINATE EXACT LOCATION OF SCALE AUTOMATION BOX NO. 3 WITH OWNER.
 - ④ SCALE AUTOMATION BOXES TO BE FURNISHED BY THE OWNER, INSTALLED BY THE GENERAL CONTRACTOR UNDER SPECIFICATION SECTION 011015, ELECTRICAL CONTRACTOR TO INSTALL AND TERMINATE ALL WIRES.
 - ⑤ CONTRACTOR TO COORDINATE LOCATION OF ALL PULLBOXES WITH THE OWNER PRIOR TO INSTALLATION.
 - ⑥ CONDUIT RUNS TO SCALE AUTOMATION BOX NO. 3 SHALL RUN IN CEILING.

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SUBMITTED: [] DATE: []
APPROVED: [] DATE: []
APPROVED: [] DATE: []

LINE 25 8 INCHES
AT FULL SIZE
OF 1/16" = 1'-0"
REVISIONS

DESIGNED: J.M.R.
DRAWN: J.M.R.
CHECKED: J.M.R.
APPROVED: J.M.R.

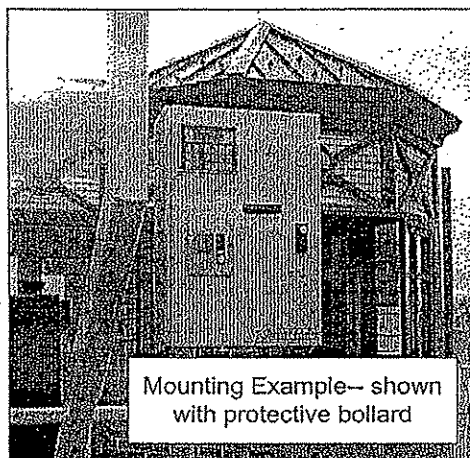
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SEMINOLE COUNTY
SOLID WASTE MANAGEMENT DIVISION
CENTRAL TRANSFER STATION
SCALE AUTOMATION

SCALE HOUSE
POWER PLAN

TITLE
NO. 1
SCALE
AS NOTED
BY THE
E2
SHEET NO. 8
OF 9



Mounting Example— shown with protective bollard

WasteWIZARD Mounting and Wiring

Parts Provided by CSI(from proposal) :

- 1 Kiosk ticket printer - 389FD - at WasteWIZARD Box
- 1 Serial/Thermal printer for two workstations, inside
- 2 Digi PortServer TS 4 to connect WasteWIZARD box peripherals to network.
- 1 USB multi-port board hubs- provides ability to connect multiple peripherals to both computers

- 1 Keypad with plasma display and 24V adapter
- 1 **Cables and connectors (data cables inside scale house and box only.)
- 1 Nema 12 enclosure with lock and labor
- 1 PLC for gate control
- 1 Intercom units (inside box and inside scale house)
- 1 Gate Kit

Parts and Installation Provided by Customer (other) :

Data and Electrical Conduit into box and to gate. Box is delivered without cuts for conduit and mounting brackets unless otherwise described in proposal.

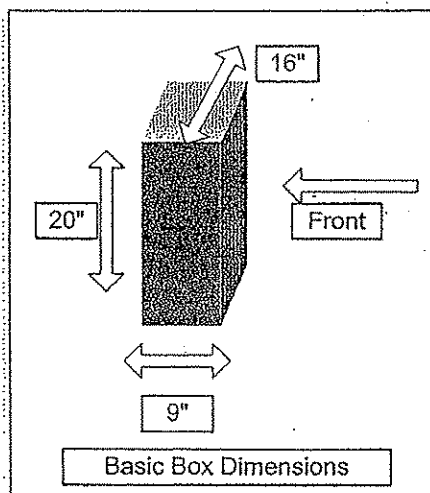
The following wiring and electrical service is to be installed prior to arrival of CSI technicians:

- 3 Sets Cat5 (minimum) cable to each box- RJ45 terminations on each end.
- Electrical 15 Amp Service into each box. Box may be delivered with 4-gang (4 outlet) box installed - outlets and face plate not included- to be included in electrical installation.

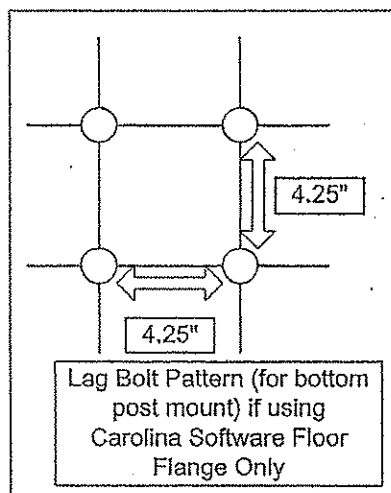
Mounting Options: WasteWIZARD box to be mounted in accordance with local codes and should be mounted at height and distance from the edge and end of the scale that is appropriate for the average vehicle population that frequents the facility and will use the automated system. The WasteWIZARD box may include 3" galvanized, threaded mounting flanges, bolts, and wooden mounting reinforcement plate to be used for optional 3" threaded post mount. (Post provided by customer). Unless otherwise specified, box is not pre-drilled to accept a 3" flange. Box is to be protected from oncoming traffic by protective bollard (as shown in example above).

Recommended Mounting Specs:

1. Box should be mounted appr. 10 feet back from the front of the scale.
2. Height: The bottom of the box should be 5 feet up from the scale lane. This is typical for most of our installations, where placement is usually determined by the window height of larger trucks. Obviously, height for the second inbound box would be lower.
3. Distance from lane: Depending on the type of scale, rails, etc., the distance from the edge of the scale to the WasteWIZARD box is appr. 18". This puts it out reach of most truck mirrors, but within reach of the drivers.

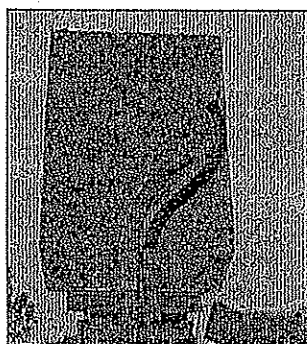


Basic Box Dimensions



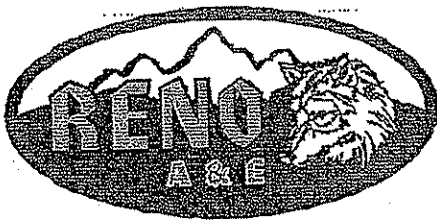
*For pole mount installations, conduits may be run through 3" mounting post--
**data and power must be seperated

Example: Conduit connections to box for data and power



Connection Into building:

- Electrical 15 Amp (into WasteWIZARD box (each box).
- 3 sets CAT5 (min) into each box for connecting peripherals to network



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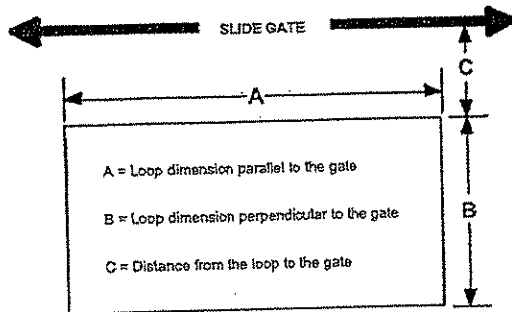


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Loop Installation

The vehicle detection characteristics of an inductive loop detector are greatly influenced by the loop size and its proximity to moving metal objects such as gates. Vehicles such as small motorcycles and high bed trucks can be reliably detected if the proper size loop is selected. If the loop is placed too close to a moving metal gate, the detector may detect the gate. The diagram below is intended as a reference for the dimensions that will influence the detection characteristics.

General Rules

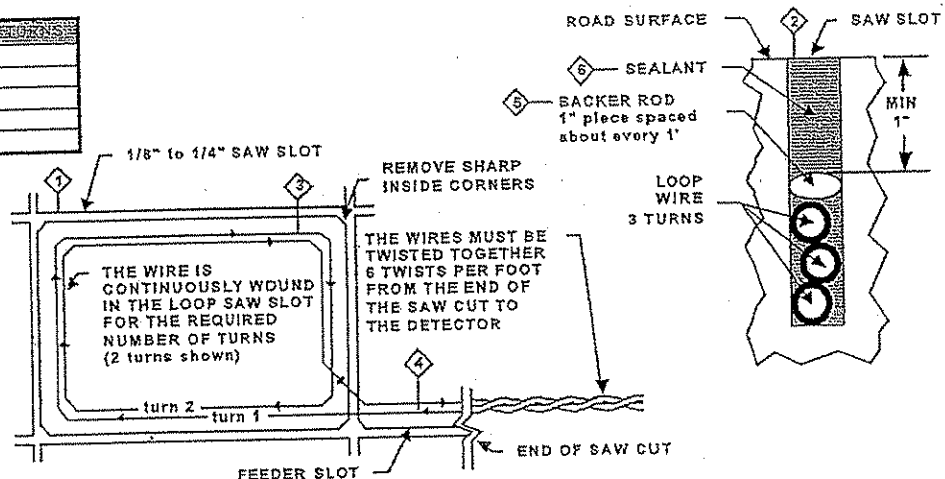


1. The detection height for a loop is 2/3rds the shortest leg (A or B) of the loop. Example: Short leg = 6', Height = 4'.
2. As leg A is made longer, distance C will need to increase. A loop with A = 6 ft, distance C = 3 ft; A = 9 ft, C = 4 ft; A = 12 ft, C = 4.5 ft; A = 15 ft, C = 5 ft; A = 18 ft, C = 5.5 ft; A = 21 ft, C = 6 ft.
3. For reliable detection of small motorcycles, legs A and B should not exceed 6 feet.

Loop Installation - Saw Cut Type

1. Mark the loop layout on the pavement. Be aware that sharp inside corners can damage the loop wire insulation.
2. Set the saw to cut to a depth (typically 2" to 2.5") that insures a minimum of 1" from the top of the wire to pavement surface. The saw cut width should be larger than the wire diameter to avoid damage to the wire insulation when the wire is placed in the saw slot. Cut the loop and feeder slots. Remove sharp inside corners. Remove all debris from the saw slot with compressed air. Check that the bottom of the slot is smooth.
3. It is highly recommended that a continuous length of wire be used to form the loop and feeder to the detector. Loop wire is typically 14, 16, 18, or 20 AWG with cross-linked polyethylene insulation. Use a wood stick or roller to insert the wire to the bottom of the saw slot (do not use sharp objects). Wrap the wire in the loop saw slot until the desired number of turns is reached. Each turn of wire must lay flat on top of the previous turn.
4. The wire must be twisted together a minimum of 6 twists per foot from the end of the saw slot to the detector.
5. The wire must be held firmly in the slot with 1" pieces of backer rod every 1 to 2 feet. This prevents the wire from floating when the loop sealant is applied.
6. Apply the sealant. The sealant selected should have good adhering properties with contraction and expansion characteristics similar to those of the pavement material.

| LOOP DIMENSION | NUMBER OF TURNS |
|--------------------|-----------------|
| 10 feet - 13 feet | 5 |
| 14 feet - 26 feet | 4 |
| 27 feet - 45 feet | 3 |
| 46 feet - 100 feet | 2 |
| 101 feet and up | 1 |

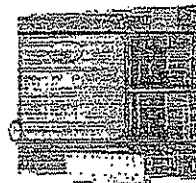


Recommended Loop Wire:

Reno LW-120 for 1/8" slots
 Reno LW-116-S for 1/4" slots

Reno A & E Model J Series

Single Channel Inductive Loop Vehicle Detectors



Features & Benefits

- *Advanced Diagnostics: Low Voltage, Open Loop, and Shorted Loop Conditions
- *Detect Memory helps prevent detection drops during short power interruptions
- *Sensitivity Boost, for gate operation where high profile vehicles might be encountered
- *2-Second CALL Delay
- *Dual Programmable relays offer selectable modes of operation:
 - *Output A: True Presence™ (Infinite) or Limited Presence
 - *Output B: Presence, Pulse on Entry, Pulse on Exit, or FAIL Output
- *4 loop frequencies and 8 levels of sensitivity
- *Super bright LEDs provide separate Power, DETECT, & Loop FAIL Indications
- *10-pin Molex connector
- *FAIL-SAFE and FAIL-SECURE versions available
- *Configurations available: 12 VDC & 24 VDC

Specifications

Loop Frequency: Four frequencies (normally in the range of 20 to 100 kHz) are dip switch selectable.

Reset: Changing any dip switch position (except SW 1 & SW 2: frequency selection) will reset the detector. After changing the Frequency selection switches, the detector will require a RESET. Reset will clear the loop fault memory.

Sensitivity: Vehicle detection results when a negative change in loop inductance ($-\Delta L/L$) exceeds the sensitivity setting. Eight detection sensitivity levels are rotary switch selectable.

Sensitivity Boost: A dip switch setting may be turned on to increase sensitivity during the detect period. When a vehicle enters the loop, the detector sensitivity is boosted to a higher level than the vacant loop setting. The boosted sensitivity remains throughout the detect period. When the vehicle leaves the loop, the sensitivity returns to the vacant loop setting. This feature helps prevent dropouts during the passage of high bed vehicles and is particularly useful in sliding gate situations.

| <u>Sensitivity</u> | <u>$-\Delta L/L$</u> |
|--------------------|---------------------------------|
| 0 | 1.28% |
| 1 | 0.64% |
| 2 | 0.32% |
| 3 | 0.16% |
| 4 | 0.08% |
| 5 | 0.04% |
| 6 | 0.02% |
| 7 | 0.01% |

Relay "A" Modes: Two presence hold times are dip-switch selectable for Relay A, "TruePresence" and "Limited Presence". Both modes output a CALL when a vehicle is present in the loop. TruePresence will hold the CALL for as long as the vehicle is present and power is not removed or reset applied. Limited presence will typically hold the CALL output for about 1-3 hours. The TruePresence time applies only for normal size automobiles and trucks and for normal size loops (approx. 12 sq. ft. to 120 sq. ft.).

Relay "B" Modes: Three modes of operation are dip switch selectable for Relay B, Presence, Pulse, or FAIL. When in the presence mode, the presence hold time is the same as Output A. When in the pulse mode, the 250-millisecond pulse can be selected as either *pulse on entry* (when a vehicle enters the loop) or *pulse on exit* (when a vehicle exits the loop). The FAIL mode provides an output for as long as a loop failure exists. Relay B is a FAIL SECURE output in the presence and pulse modes. In the FAIL mode, relay B is fail secure when power fails. A loop failure will generate an output.

CALL Delay: A 2-second delay of Outputs A & B can be dip switch activated. Output delay is the time the detector outputs are delayed after a vehicle first enters the loop detection area and is indicated by the front panel detect LED flashing at 4 Hz with a 50% duty cycle. If the 2-second output delay feature is activated, the output relays will only be turned on after 2 seconds has passed with a vehicle continuously present in the loop detection area. If a vehicle leaves the loop detection area during the 2-second delay interval, detection is aborted and the next vehicle entering the loop detection area will initiate a new full 2-second delay interval.

Output CALL Memory: When power is removed for 2 seconds or less, the detector automatically "remembers" if a vehicle was present over the loop. When power is restored, the detector will continue to output a CALL until the vehicle leaves the loop. (Power loss or dips of 2 seconds or less will not drop the CALL).

Power Status Indicator: A green super-high-intensity light emitting diode (LED) indicates power status during normal detector operation. When the green (PWR) LED is on the power to the detector is normal. When power drops approximately 20% from nominal, the green LED turns off and the detector remains operational. When power drops approximately 25% from nominal, the green LED is off and the "line" voltage is not sufficient to operate the detector.

Detect Status Indicator: The red detect LED is steady on while a vehicle is being detected. The detect LED will flash at a 4 Hz rate with a 50% duty cycle while timing out the 2-Second CALL Delay.

Loop FAIL Monitor Indicator: If the total inductance of the detector input network goes out of the range specified for the detector or suddenly changes more than $\pm 25\%$ the detector will enter FAIL mode. The red FAIL LED will either begin flashing with a 50% duty cycle once per second for a shorted loop condition or will be on continuously for an open loop condition. These indicator conditions will continue until the inductance returns to its previous value at which time the detector output will automatically resume normal operation and the red FAIL LED will flash at a distinctive rate (a burst of 3 flashes once per second) to indicate an intermittent loop fault has occurred and corrected. [The detector input network, consists of the loop or loops plus the feeder cable (lead-in or home run) up to the connector on the detector].

FAIL-SAFE Operation: When the loop fails or power is removed, continuity exists between Common & N.O. for Relay A. Continuity exists between Common & N.C. for Relay B.

FAIL-SECURE Operation: When the loop fails or power is removed, continuity exists between Common & N.C. for both relays A & B.

Self Tuning: Automatically tunes to loop within 2 seconds after application of power or reset. 30 seconds of operation is required before full sensitivity and presence time is reached following application of power or a reset.

Environmental Tracking: Fully self-compensating for environmental changes and loop drift over the full temperature range and the entire loop inductance range.

Loop Inductance Range: 20 to 1000 μh with Q factor of 5 or greater.

Loop Input: Transformer isolated. The minimum capacitance added by the detector is 0.068 μF .

Grounded Loop Operation: The loop isolation transformer allows operation with poor quality loops (which may include a single point short, or leakage, to ground).

Lightning Protection: The detector can tolerate, without damage, a 10 μF capacitor charged to 1,000 Volts being discharged directly into the loop input terminals, or a 10 μF capacitor charged to 2,000 Volts being charged between either loop terminal and earth ground.

Relay Rating(s): The relay contacts are rated for 10 Amps max, 150 VDC max, 300 VAC max and 180 Watts max switched power.

Construction: Printed circuit boards are double-sided 2-oz copper with plated through-holes. Circuit boards are conformally coated for environmental protection.

Operating Temperature: -40° F to + 180° F.

Size: 4.14 inches (10.52 cm.) high x 2.71 inches (6.88 cm.) wide. The circuit board is 0.065 inches (0.165 cm.) thick, and the maximum height of components on the board is 0.71 inches (1.80 cm.)

Weight: Approx. 2.3 oz (65.20 gm).

Connectors: *"-F" type: 10 pin female "Molex", #09-48-3105

*"-M" type: 10 pin male "Molex", #26-61-4100

| Pin Assignments | | |
|-----------------|--------|---|
| Pin | | Function |
| Male | Female | |
| 1 | 10 | Output A Relay, Common (COM) |
| 2 | 9 | Output A Relay, Normally Closed (N.C.) |
| 3 | 8 | Output A Relay, Normally Open (N.O.) |
| 4 | 7 | Output B Relay, Common (COM) |
| 5 | 6 | Output B Relay, Normally Open (N.O.) |
| 6 | 5 | Reset (when connected to D.C. Power Common) |
| 7 | 4 | D.C. Power (+) |
| 8 | 3 | D.C. Power Common |
| 9 | 2 | Loop |
| 10 | 1 | Loop |

Note: * Relay contacts are shown with power applied, loop(s) connected, and no vehicles present.

| Models & Configurations | | | | | |
|-------------------------|-----------|--------|---------|-----------|-------------|
| Model | Connector | | Voltage | Operation | |
| | Male | Female | | FAIL SAFE | FAIL SECURE |
| J-12-F | | x | 12 VDC | x | |
| J-12-F-S | | x | 12 VDC | | x |
| J-12-M | x | | 12 VDC | x | |
| J-12-M-S | x | | 12 VDC | | x |
| J-24-F | | x | 24 VDC | x | |
| J-24-F-S | | x | 24 VDC | | x |
| J-24-M | x | | 24 VDC | x | |
| J-24-M-S | x | | 24 VDC | | x |

* Please specify correct model number for FAIL-SAFE or FAIL-SECURE when ordering.

| Factory Default Settings | |
|---|---------------------------|
| *Sensitivity Level: Level 3 | *Relay B = Pulse on Entry |
| *2-Second CALL Delay: OFF | *Sensitivity Boost: OFF |
| *Output Configurations: Relay A = True Presence™ (Infinite) | |

Notes: * CALL Memory is always on. There is no switch setting for this feature.

* Specifications are subject to change to reflect improvements and upgrades.

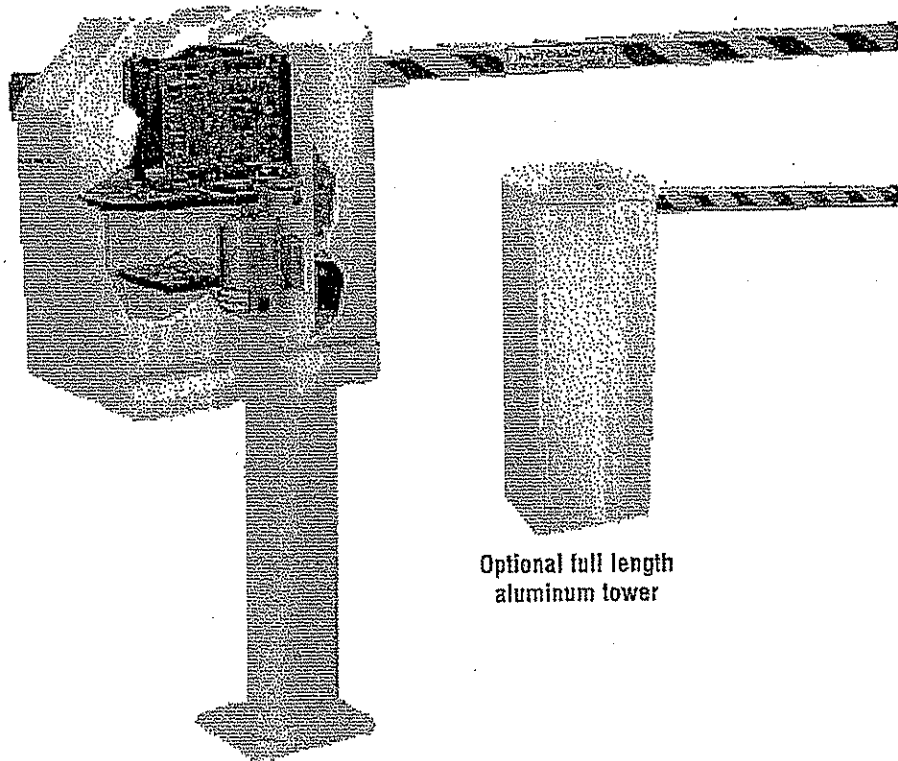
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1/2 HP COMMERCIAL DUTY PARKING GATE OPERATOR

INSTALLATION AND SERVICE MANUAL

IMPORTANT: Read and understand Warranty Page first.

Batteries (not included) **MUST** be connected for proper operation of unit.

Use (2) LiftMaster sealed 12VDC 7AH (Part # MBAT).

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INTRODUCTION

UNIT OVERVIEW

The LiftMaster model MEGA ARM barrier style parking gate operator is unique in the industry. Setting the MEGA ARM apart are many features that make it the front runner in its class:

- Built in battery run - inherent 24 VDC backup power with regulated 24 VDC for accessories.
- High torque 24 volt Permanent Magnet DC motor.
- Full service controller with eight inputs and LED indicators for loops, card reader, radio, etc.
- Continuous duty operation for all applications (6,000 per day, SPRINT version 10,000 per day).
- Reversible arm direction for right or left handed operation.
- Instant Reverse Device (IRD) monitor senses obstructions going open and close.
- Automatic open of gate arm when power is lost if desired (with 15 sec. delay selection).
- Raise gate input memory will memorize multiple vehicles - ideal for barcode scanners and AVI.
- Ability to STOP arm in close travel if tail-gating is sensed at close loop.
- Anti-tail gate alarm - fires K1 relay to trigger a warning device when tail-gating is sensed.
- SAMS with "memory" - allows Mega Arm to open a slide/swing gate first then raises arm.
- Break away mount design for the 12-15' x 3" tubular aluminum boom arm.
- Dynamic motor braking to preserve arm positioning.
- All rust proof aluminum construction with white powder coat baked on enamel.
- Molded Polyethylene UV stabilized cover never needs wax or paint.
- Direct drive gear reducer eliminates many parts that might otherwise fail.
- Microprocessor (RISC) based electronics with watchdog reset timer.
- State of the art MOSFET motor drive technology, NO contactors or relays.
- Soft start and stop in open and close travel motions.
- No limit switches to fail - uses magnetic (Hall Effect) sensors to monitor arm position.
- Maximum Run Timer for motor with anti-tamper protection in closing direction.
- Each unit configurable as master or second operator.
- Safe 24 VDC low voltage motor and control wiring.
- Open architecture PCB with space for OVERDRIVE CPU for future expanded options.
- LED diagnostic center for easy on-site trouble shooting.
- Closing timer adjustable from 1-31 seconds with on/off selection.
- Tranzorb diodes on all inputs for protection against transient voltage spikes.
- Capable of being powered by 120 VAC, 220 VAC or Solar power.
- Unswitched duplex outlet gives convenient supply of 120 VAC for transformers and 120 VAC accessories.
- 10 year perforation warranty on cover and chassis with 2 years on electronics and mechanism.

INSTALLATION

CONCRETE PAD

The concrete pad for operator mounting should be approximately 24"x24"x24" in order to provide adequate weight and structure to insure proper and stable operation. Pad should be 6" above finished grade or even with top of curb if one is present. **(NOTE: Pad should always extend below frost line in regions where ground will freeze.)**

ANCHORS (MOUNTING UNIT)

Proper anchors for fastening operator to pad will be a 1/2"x6" wedge anchor patterned to match the mounting base of the unit. They should be installed with approximately 1.25" showing above concrete surface in order to allow for the 1/2" thick base plate as well as washers for leveling.

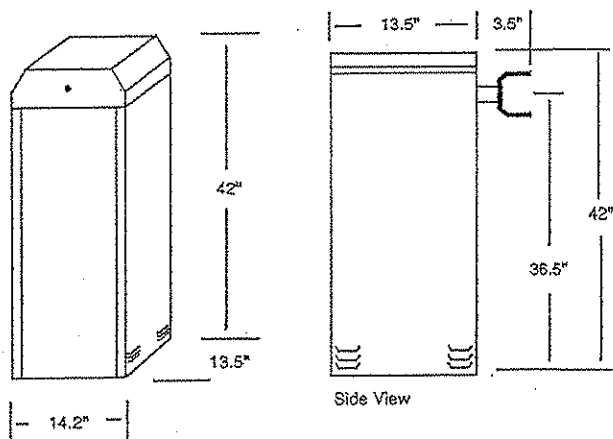
NOTES:

- For automotive use only, no motorcycles, bicycles or pedestrians.
- Heater option **MUST** be used if temperature is 30°F or lower temperatures.

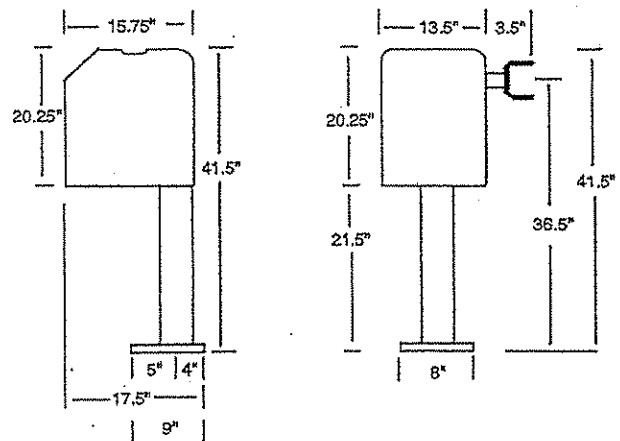
CONDUITS

Conduits should be restricted to fit the 3.5"x3.5" opening in pedestal base. Location on pad should be centered and spaced approximately 6" from edge of pad on drive way side (in order to get the most reach out of arm). Separate conduits to be included should be 120 VAC main power, low voltage control wiring and one or two extra for loop sensor leads. Conduit size should be limited to .5" when possible to reduce crowding if more than four are needed. All conduits must be UL approved.

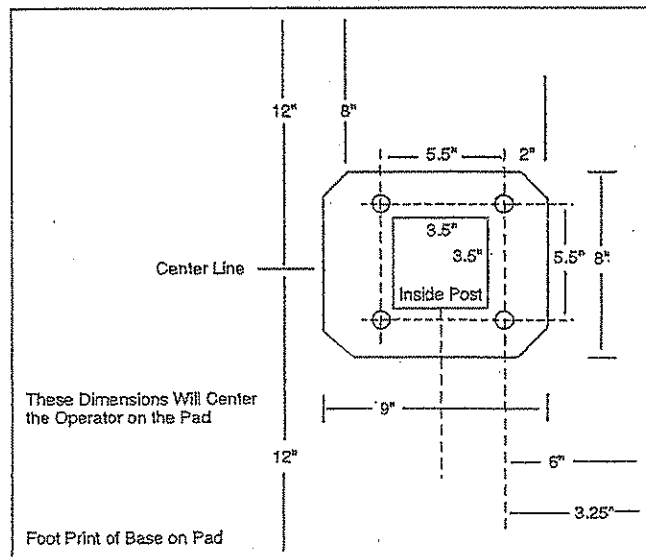
TOWER CABINET DIMENSIONS



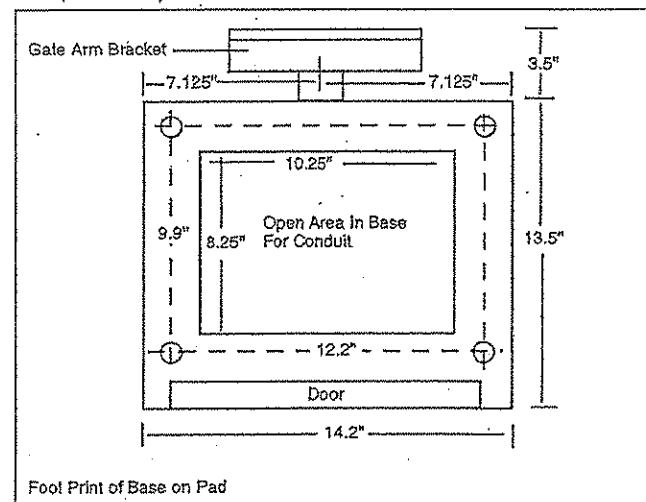
UNIT DIMENSIONS



Pad (24"x24")



Pad (24"x24"x24")



WIRING AND HOOKUP

⚠ WARNING

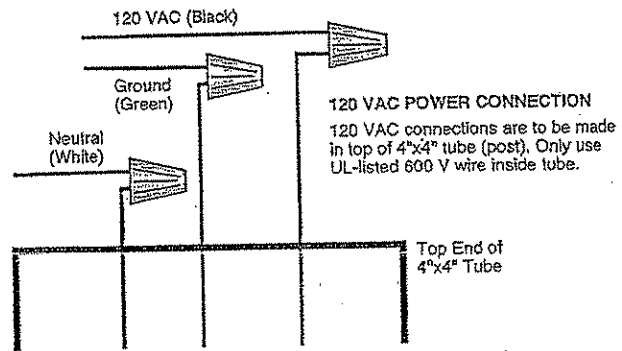
To reduce the risk of SEVERE INJURY or DEATH:

- ANY maintenance to the operator or in the area near the operator MUST not be performed until disconnecting the electrical power and locking-out the power via the operator power switch. Upon completion of maintenance the area MUST be cleared and secured, at that time the unit may be returned to service.
- Disconnecting power at the fuse box BEFORE proceeding. Operator MUST be properly grounded and connected in accordance with local electrical codes. **NOTE: The operator should be on a separate fused line of adequate capacity.**
- ALL electrical connections MUST be made by a qualified individual.

- DO NOT install any wiring or attempt to run the operator without consulting the wiring diagram. We recommend that you install an optional reversing edge BEFORE proceeding with the control station installation.
- ALL power wiring should be on a dedicated circuit and well protected. The location of the power disconnect should be visible and clearly labeled.
- ALL power and control wiring MUST be run in separate conduit.
- BEFORE installing power wiring or control stations be sure to follow all specifications and warnings described below. Failure to do so may result in SEVERE INJURY to persons and/or damage to operator.

120 VAC POWER

Be sure your main power (120 VAC) is OFF before attempting hookup. The 120 VAC supply should be terminated to the wires in top of the 4"x4" tube at the top of the chassis. Connect the 120 VAC to BLACK wire, Neutral to the WHITE wire and Ground the GREEN wire. **IMPORTANT NOTE: Do not connect any 120 VAC wires directly to the terminal strips on the electronic control board.** Only U.L. approved 14 AWG (or larger) 600 volt insulated wire should be used. A separate UL approved 10 amp circuit breaker should be used for each MEGA ARM operator. **Batteries must be installed after 120 VAC power is turned on.** See BATTERY at page 5 and 120 VAC wiring diagram.



INPUT COMMANDS

(Use common and normally open contacts from devices connected to these inputs.)

Control wire connections at low voltage terminal strip will be at the top of the electronic control board. Make connections to the appropriate points for the desired operation. Wires should be UL approved 600 volt rated and at least 18 awg. They are to be routed through the upper grommet in chassis to avoid chafing. All external control devices must have normally open dry contacts. **CAUTION: DO NOT CONNECT ANY DEVICE WHICH WOULD DELIVER ANY VOLTAGE OF ANY KIND TO THESE TERMINALS.**

Terminals 9, 10, 11, 12 are the commons (0 VDC) used to activate the following inputs:

1, 2, 3 OPEN: These inputs will trigger gate open when pulsed or hold gate open with maintained contact. When released gate will close if closing timer is on or if close input is given.

4, AUXILIARY OPEN: Same as 1, 2 and 3 with S2 switch 6 off. With S2 switch 6 on, this input will memorize multiple vehicles and not allow gate to close until the final vehicle in memory crosses the close loop. Use with laser scanners or card readers and (transmitters with timed anti-pass back). With S1 switch 5 on, this input becomes a momentary pulse open, pulse close.

NOTE: Insert a jumper across the JP2 terminal to allow the SAMS feature (see page 7 and 12) to work with the multiple vehicle memory count selection, use the K1 relay to open the sequenced gate (S1-5 off, S2-6 on, jumper across JP2). This allows gate to store input counts via J5 #4 but not raise the arm until the sequenced slide or swing gate has fully opened.

5, SAFETY: This input is generally not used with the MEGA ARM. If used its function is to make gate reverse and go back to the open position if it was closing. Input is disabled when gate is closed.

6, CLOSE: When used with a vehicle detector, it is recommended that the presence contacts (N.O. & C.) be used for the close input. This input will close gate after input is applied and then removed. It will stop the open cycle and reverse gate to close. (Example: Car crosses over close loop before arm reaches full open position- gate will reverse and close). **(NOTE: The close input also acts as a safety-stop in that if gate is closing and a tailgater is sensed at the close input, the gate WILL STOP its closing motion and not continue to close until the close input is removed or gate is re-opened).**

7, BACK-AWAY (FREE EXIT INPUT): This input is used as a free exit input to open gate. When input is active, gate will open and close immediately once input is removed. (EXAMPLE: Car pulls up to exit loop, gate opens; car "backs-away" from exit loop and gate closes).

8, SHADOW (SAMS): (Redefined input!) Used to monitor an auxiliary open limit switch of another operator in the same lane. SAMS with memory feature (v5.20 or higher), see page 12.

9, 10, 11, 12 - COMMON: These are the commons (0 VDC) to be used to activate above inputs.

NOTE: Above inputs are tied to LED indicators to show input command activity.

ACCESSORY AND RELAY CONNECTIONS

These terminals will provide battery backed power to 24 VDC devices and are located at the bottom of the electronic control board at J4 terminals 1 and 2. Terminal 1 is 24 VDC (+) and number 2 is 0 VDC (-). Peripheral CLASS 2 low voltage devices that require 24 VDC power may be connected here (500 ma. maximum). EXAMPLE: Vehicle detector, radio receiver.

RELAY OUTPUT K1 - (OPTION)

S1-6 off S1-8 off, relay will fire (latch) when gate is not closed.

S1-6 on S1-8 off, relay will fire when arm is pushed up off of limit switch (use with slip clutch option) and fires relay when a tail-gate is detected by the close loop - ANTI TAIL-GATE ALARM.

S1-6 off S1-8 on, relay will pulse relay when arm reaches full open position.

S1-6 on S1-8 on, relay will only pulse when input is given to J5 1,2,3 inputs. (see page 12).

BATTERY INSTALLATION

HOOKEUP BATTERY LEADS - ALWAYS HOOKUP AND TURN ON AC POWER BEFORE INSTALLING BATTERIES. After turning on AC power, install two new, fully charged 12 volt DC batteries on shelf next to motor. Connect red lead from operator to the positive (RED +) terminal of one battery and black lead from the operator to the (BLACK -) terminal of the OTHER battery. Place the supplied jumper between the remaining terminals of each battery if one is not already in place (Figure 1). (Use LiftMaster MBAT or 29-NP712 for replacement batteries.)

WARNING: Do not run operator without installing the batteries.

MASTER/SECOND WIRING

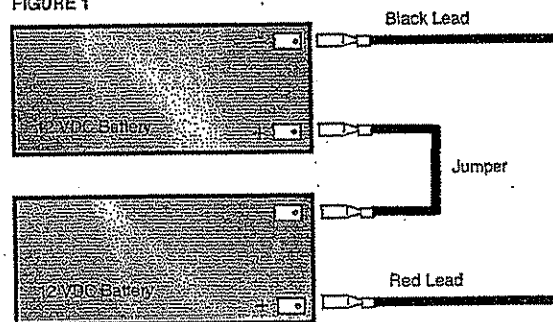
STEP 1: In a master/second configuration, either unit can be the master. Choose one unit to be the master and then direct all control wiring to it (also install vehicle detectors and receivers in it).

STEP 2: At the MASTER, any input (at J5) with control (detectors, receivers, keypads, timers, etc.) wires to it must also be run to the same terminals of the second. Along with these control wires, both operators MUST share a common ground connection from chassis to chassis (or from common to common, i.e., master gate J5 terminal #12 to second gate J5 terminal #12).

EXAMPLE: If only open and close are used at master then three wires will run between gates (Figure 2).

STEP 3: If it is required that if one gate senses an obstruction, the other reverses also, then 3 additional wires must be run between the master J3 and second J3 (Figure 3). These connections are for transmitting IRD (obstruction signals) between both units. This will allow the master or second to inform the other that a closing obstruction has occurred and for it to reverse and open. SET switches on S2, 1-8 the same on both gates.

FIGURE 1



Failure to install batteries correctly will cause damage and will not be covered by warranty.

FIGURE 2

Master-J5

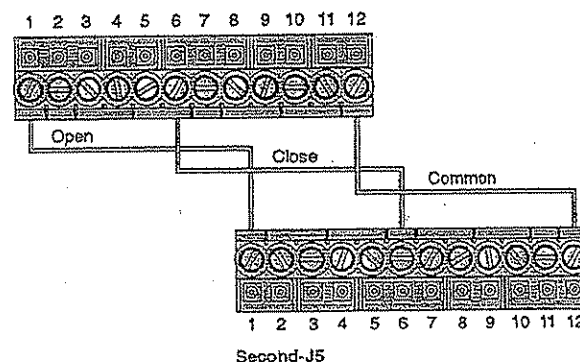


FIGURE 3

RX GND TX

1 2 3 4

1 2 3 4

1 2 3 4

1 2 3 4

1 2 3 4

1 2 3 4

1 2 3 4

1 2 3 4

1 2 3 4

1 2 3 4

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1 2 3 4

Master-J3

Second-J3

IRD - Obstruction Signal Connections
Terminal 1 of Master must go to terminal 4 of Second and terminal 1 of Second must go to terminal 4 of Master. Terminal 2 of Master must go to terminal 2 of Second.

REVERSING ARM DIRECTION

REVERSING THE DIRECTION OF THE ARM

The MEGA ARM allows for the "handing" or reversing of the arm's direction of movement in relation to the unit's normal operation. This allows for mounting in tight places or when it is desired to have the arm, when across the driveway, to be in front of the unit or behind the unit when viewed from the traffic flow direction (Figure 1).

WARNING: POWER MUST BE OFF AND NO ARM INSTALLED BEFORE MAKING THESE CHANGES.

STEP 1: Before power up, switch bank S1 switch #7 must be on (Figure 1).

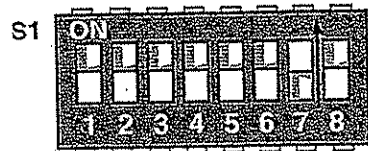
STEP 2: Next, the motor wires on the control board must be reversed. At J4 on the bottom of PCB, the last 2 wires on the right (J4-7, J4-8) normally are blue then orange. They must be reversed to be (J4-7) orange then (J4-8) blue (Figure 2).

STEP 3: After completing the steps above, the cam arm which adjusts the limiting points of the arm's travel must be turned 90 degrees to the left when viewed while standing in front of the control board (Figure 3) (cam arm now points in the direction of the arm and is level with mount bracket, note the small limit sensors on the back of the PCB).

STEP 4: Now check to make sure that S1 #7 is on (Figure 1), motor wires are reversed, the cam is adjusted, and that the manual open/close switch (S3) is set to close. Next, turn on the AC power and connect the batteries. Now run the gate open and close with the S3 manual switch making sure that the mechanism travels in the proper 90 degrees desired. Once you are totally sure you have the correct operation, you can install the arm.

INSTALLATION NOTE: ARMS LONGER THAN 12' MUST USE THE PROPER COUNTER WEIGHT.

FIGURE 1



S1, #7 to be turned ON before power up to enable reverse of arm.

FIGURE 2

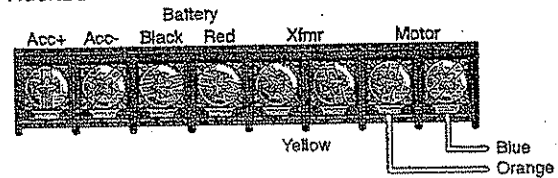
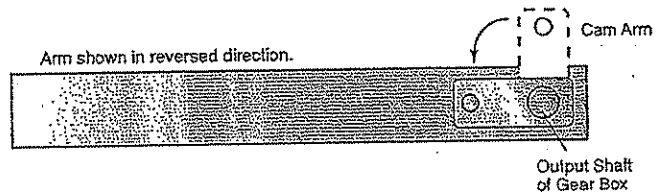


FIGURE 3



TIMERS AND MODE SELECTIONS S1 & S2

MODE SELECTIONS - SWITCH PACK S1 (5-8)

SWITCH 5: ON -Will allow J5 input #4 to operate as a pulse open/pulse close function.

SWITCH 6: ON -Will fire relay if gate is pushed UP from closed limit, used with clutch option. Also

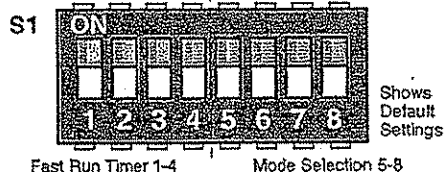
ANTI TAIL-GATE ALARM, if tailgating is detected by close loop, K1 relay will fire. When using clutch option, turning on S1-6 & S2-7, gate will close by timer whenever forced up.

SWITCH 7: Used to enable arm to work in reverse direction, see page 6.

SWITCH 8: Off will make K1 relay activate during open cycle (use with buzzers, counters, etc.). On will pulse K1 relay when OPEN LIMIT (OLS) is reached (activates a swing or slide gate its lane).

See also page 4, *RELAY OUTPUT-K1*

1/8ths Seconds -- 1--2--4--8



CLOSE TIMER - SWITCH PACK S2 (1-5)

On the MEGA ARM the switches 1-5 on S2 are for the closing time delay to select the period of time that the gate stays open after the obstruction sensor has reversed and re-opened the arm or if the S2-7 timer to close is turned on. The default will keep the gate up for 4 seconds to allow the vehicle to be moved from the gate arm path. Changing settings 1 - 5 will increase or decrease this hold open time. The default of **3 ON and 1, 2, 4, 5 OFF** will provide a 4 second close time delay.

MODE SELECTIONS - SWITCH PACK S2 (6-8)

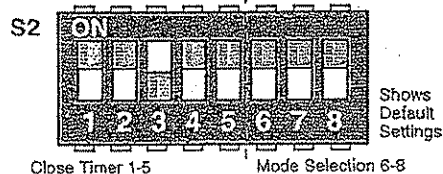
SWITCH 6 - INPUT MEMORY: Activates multiple vehicle memory at aux input terminal #4 on J5.

SWITCH 7 - AUTO CLOSE TIMER: Default is OFF. On will close gate by timer when all inputs are cleared. Time is set by using S2 1-5 switches. (WARNING: Special care should be used to avoid arm from closing on cars. Use safety loops, stop loops, photo beams and a long enough time delay.)

NOTE: Can be used with multiple vehicle memory buffer to allow gate to close and reset count memory to zero. When using clutch option, turning on S1-6 & S2-7, gate will close by timer whenever forced up.

SWITCH 8 - AUTO OPEN ON POWER FAILURE: When switch number 8 is in the ON position, the operator will automatically open the gate approximately 15 seconds after the loss of power. Once power is restored the operator will resume normal operation after the first car passes closing loop or if close timer S2-7 is turned on (it is recommended to allow the gate to close by loop, not by timer).

Seconds -- 1--2--4--8--16



INSTALL THE RECEIVER

⚠️ WARNING

To prevent possible **SERIOUS INJURY** or **DEATH** from a moving gate or garage door:

- **ALWAYS** keep remote controls out of reach of children. NEVER permit children to operate, or play with remote control transmitters.
- Activate gate or door **ONLY** when it can be seen clearly, is properly adjusted, and there are no obstructions to door travel.
- **ALWAYS** keep gate or garage door in sight until completely closed. NEVER permit anyone to cross path of moving gate or door.

WIRING THE RECEIVER

Contacts 1 and 2 on the receiver terminal strip are for power. The power terminals are unpolarized. Connect terminals 1 and 2 to the accessory power terminals on the S4 terminal strip at the bottom of the logic board (Figure 1).

Contacts 3 and 4 on the receiver terminal strip are for a common and a relay. Connect terminals 3 and 4 to terminals 1 and 10 on the S5 terminal strip at the top of the logic board.

SET SECURITY MODE

The Universal Receiver can be used with up to 15 rolling code remotes or passwords in **HIGH** security mode. Alternately, it can be used with up to 31 of any type remote in **NORMAL** security mode, including any combination of rolling code, billion code, or dip switch remotes.

The jumper must be set at the **HIGH** position for the receiver to operate in **HIGH** security mode. It must be set at **NORMAL** position to operate at the **NORMAL** mode (Figure 2).

When changing from **NORMAL** to **HIGH** security mode, any previous remote codes must be erased. Repeat Steps 2 and 3 in the Programming Section below to reprogram the receiver for each remote control in use.

The receiver is factory set at **HIGH**.

PROGRAMMING THE REMOTE TO THE RECEIVER

STEP 1: Pry open the front panel of receiver case with a coin or a screwdriver. Re-connect power to opener (Figure 3).

STEP 2: Press and release the "learn" button on the receiver. The learn indicator light will glow steadily for 30 seconds.

STEP 3: Within 30 seconds, press and hold the button on the hand-held remote that you wish to operate your gate.

The opener will now operate when the push button on either the receiver or the remote control is pressed.

Repeat Steps 2 and 3 for each remote control that will be used to operate the gate.

TO ERASE ALL REMOTE CONTROL CODES

Press and hold the "learn" button on the receiver panel until the indicator light turns off (about 6 seconds). All remote codes are now erased. Then follow the steps above to reprogram each remote control.

NOTICE: To comply with FCC and or Industry Canada (IC) rules, adjustment or modifications of this receiver and/or transmitter are prohibited, except for changing the code setting or replacing the battery. THERE ARE NO OTHER USER SERVICEABLE PARTS.

Tested to Comply with FCC Standards FOR HOME OR OFFICE USE. Operation 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.

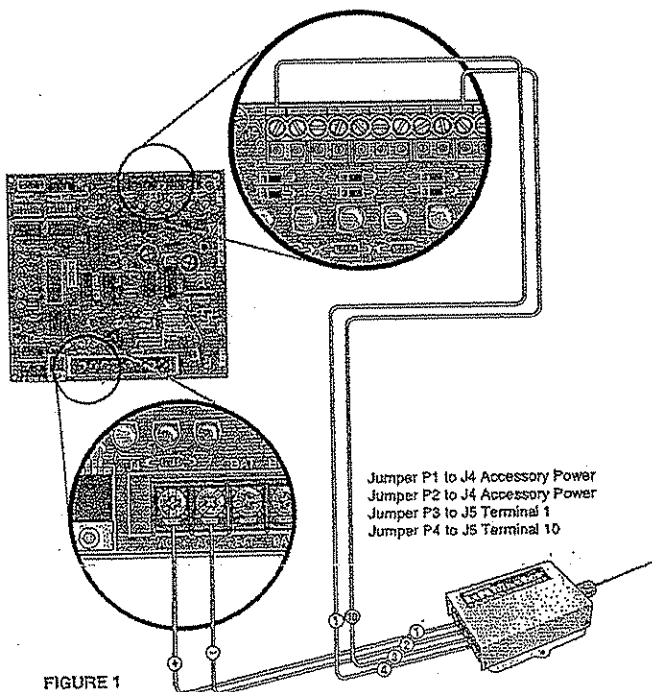


FIGURE 1

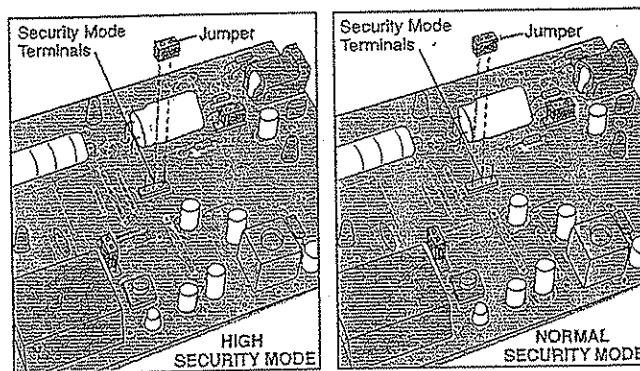


FIGURE 2

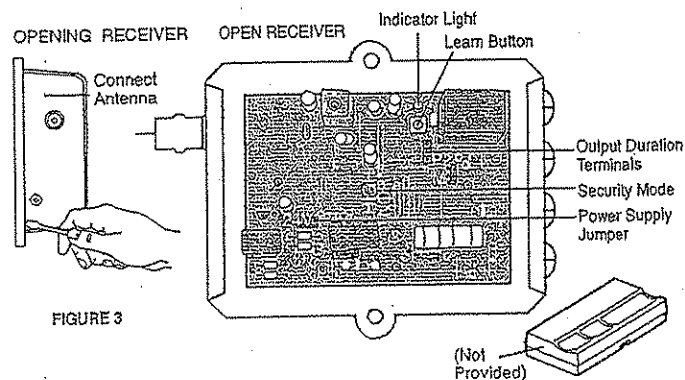


FIGURE 3

ADJUSTMENTS

WARNING

To reduce the risk of **SERIOUS INJURY** or **DEATH**:

- Disconnect power **BEFORE** performing **ANY** adjustments near drive shaft.

INSTANT REVERSE DEVICE (IRD)

The reverse device is an internal circuit that continuously monitors the motors current for increased draw. Turning the IRD1 right (CW more sensitive), or left (CCW less sensitive) in small increments will allow sensitivity adjustments (IF ARM DOES NOT REVERSE, DO NOT CONTINUE TO FORCE). The obstruction that you apply should STOP the arm. Adjust sensitivity so that consistent reversal occurs. If the gate stops while opening then the **IRD** is TOO sensitive.

Some slight adjustment either way may be needed in order that the gate only reverses when obstructed. If gate is obstructed while closing, the gate will reverse to the open position, time out (using the time delay set at S-2 switches 1-5) and then close. If gate is opening when obstructed, gate will stop its open travel, then will time out and close using the same delay set at S-2.

If S-2 switch number 8 is off (you have programmed the unit to **NOT AUTO RAISE** when power fails), then recheck your adjustments with AC power off to be sure proper operation will be maintained.

NOTES: Instant reverse device (IRD) should be tested monthly to insure proper operation. If adjustments are required, refer to above paragraph.

Adjustments to be done by qualified service persons only.

GATE ARM INSTALLATION AND LEVELING

Install arm in gate arm bracket by lining up holes in arm with the slotted holes in bracket. Insert the bolts through the arm and through the bracket. Next install the flat washers then the nylon nuts. (It is recommended the only nylon nuts be used to attach arms).

The magnetic limit cam is pre-adjusted for near proper arm travel, however if leveling of the arm is required this can be done through adjustment to the magnetic cam arm. Note that limit range can be impacted from 85 to 89 degrees by sliding the main board up and down in its slot. Always adjust for a level arm in the **HORIZONTAL POSITION**. There is a small set screw in the side of the cam arm which can be loosened to allow the cam arm magnet to reach the close limit sensor (located on back of controller, H2) earlier or later in its travel.

Continue to open and close the gate while adjusting until a satisfactory horizontal stopping point can be maintained. Afterwards re-secure set screw in cam arm. **NOTE:** In some cases additional adjustments may be required after the belt wears in. When stopping in the open position, the arm will stop just before the full vertical position.

NOTE: To prevent entrapment, allow for two (2) feet minimum clearance past end of arm when in down position.

OPERATION AND MAINTENANCE

IMPORTANT SAFETY INSTRUCTIONS

WARNING

To reduce the risk of **SEVERE INJURY** or **DEATH**:

1. READ AND FOLLOW ALL INSTRUCTIONS.
2. NEVER let children operate or play with gate controls. Keep the remote control away from children.
3. ALWAYS keep people and objects away from the gate. NO ONE SHOULD CROSS THE PATH OF THE MOVING GATE.
4. Test the gate operator monthly. The gate MUST reverse on contact with a rigid object or stop when an object activates the non-contact sensors. After adjusting the force or the limit of travel, retest the gate operator. Failure to adjust and retest the gate operator properly can increase the risk of **INJURY** or **DEATH**.
5. Use the emergency release **ONLY** when the gate is not moving.
6. KEEP GATES PROPERLY MAINTAINED. Read the owner's manual. Have a qualified service person make repairs to gate hardware.
7. The entrance is for vehicles **ONLY**. Pedestrians **MUST** use separate entrance.
8. Disconnect **ALL** power **BEFORE** performing **ANY** maintenance.
9. **ALL** maintenance **MUST** be performed by a LiftMaster professional.
10. **SAVE THESE INSTRUCTIONS.**

OPERATION AND MAINTENANCE

GENERAL SERVICE

- 1) Belt loose or needs replacement, adjust with 4 bolts that support motor to allow 1/4" play.
- 2) Charge voltage for batteries should be 27.5 VDC with batteries disconnected (set at R63).
- 3) Replace batteries with *Yuasa*, pn# NP7-12, 7 or 10 amp hour 12vdc sealed lead/acid type.

SHEAR PIN REPLACEMENT

If gate arm is vandalized and the tapered pin in the output shaft has been sheared, it must be replaced correctly and with the right pin type. Replacement must be done by always punching out the pin (or pieces) from the small end only. If drilling is required, DO NOT DAMAGE THE SHAFT, use a drill bit smaller than the small hole size of the pin. (Correct pin is a 2" pin with a number 6 taper only.)

NEVER USE A BOLT AS A TEMPORARY FIX, THIS WILL DAMAGE THE SHAFT AND COLLAR

- 1) Use S-3 to rotate bracket to up position
- 2) Turn off AC power and disconnect batteries small end first.
- 3) Remove gate arm bracket and pieces in collar
- 4) Drive out pin pieces with hammer and punch (Solid sharp blows are better than light ones)
- 5) Reinstall gate arm bracket
- 6) Lightly oil the new pin then insert into collar
- 7) Fully seat pin in shaft by taping on large end
- 8) Reinstall the arm if required
- 9) Turn on AC power and connect batteries
- 10) Turn off S-3 to put gate into operation

TROUBLESHOOTING

WARNING - DISCONNECT BATTERIES AND AC POWER BEFORE SERVICING ANY MECHANICAL OR MOVING COMPONENTS.

BATTERY CHECKOUT

When the batteries become weak the gate will begin to run noticeably slower. **NOTE:** Batteries should only be checked when you are sure they have had adequate time to fully charge. Turn off the AC power and run gate for 5 to 10 cycles while observing low battery indicator LED D12. If LED 12 comes ON, batteries are too weak to function properly. If LED 12 does not light, then voltage should be checked as they still maybe near failure. Correct voltage is approximately 24.5VDC. **NOTE:** If LED D12 does light, gate will open to conserve batteries in this test or in a real power loss, even if mode switch 8 on S2 is off. Return of AC power will clear low battery indicator. Correct charge voltage is 27.5 VDC with batteries not connected (adjustment is at R63).

GATE NOT OPERATING

GATE WILL NOT CLOSE

- 1) Check for any active inputs, AC power loss, AC power switch is off or weak batteries.
- 2) Check that batteries are connected properly.
- 3) Is switch S-3 in on position (this is manual open switch).
- 4) Check for S-2 switch number 8 is in on position and if AC power is lost, see LED D14.
- 5) Check LED D12, if lit and AC power is off, then batteries needs to be charged or replaced.

GATE WILL NOT OPEN

- 1) Check for AC power loss at D14 (check AC power switch) and that batteries are fully charged.
- 2) Check fuses and if inputs are wired correctly, test S-3 manual open switch.

GATE DEAD, NO OPERATION

- 1) Check LED D14 for AC power indication and check AC power switch is on.
- 2) Check LED D11 for Heart Beat pulses, if none and D14 (AC) and D5 (Brake) are on, then gate has repeatedly sensed obstructions. Clear obstruction then clear with next new input.
- 3) IRD (D2)-LED is flashing, Maximum Run Timer (MRT) has expired. H1, H2 (Hall sensors) and clearance to magnet on cam MUST be checked for intermittent activation, failure to rectify may result in malfunctions. (MRT disables the gate if the magnet does not reach H1 or H2). Reset the AC and battery power to clear this once you have rectified the problem.

FUSE(S) ARE BLOWN, F-3 (10 AMP AC) AND/OR F-4 (15 AMP DC)

- 1) Check for shorts in wiring. If F-3 AC fuse is blown then batteries may also be weak or dead.

Warning: For continued protection against fire, replace ONLY with the same type and rating of fuse.

GATE CLOSSES THEN REVERSES

- 1) See page 9 for IRD adjustments also check for obstacles in gate travel, trees etc.
- 2) Charge voltage to batteries too low, adjust at R63. With batteries disconnected set to 27.5.

IRD OBSTRUCTION SIGNAL TO OTHER GATE NOT WORKING CORRECTLY

- 1) Remove connector at J3, obstruct arm, LED D13 should go off for a few seconds. This indicates signal was transmitted. Be sure gates share a common ground (see master/second, page 5).

SUGGESTED ENTRAPMENT PROTECTION DEVICE LOCATIONS

FREE EXIT ON VEHICLE APPROACH

Gate will open when sensed by exit loop and then close once the close loop is cleared. If the vehicle pulls up to the exit loop and then backs away, it will close (Figure 1).

Space between loops will be 4' to 10'.

Terminal #7 is backaway (free exit).

Terminal #6 is close input.

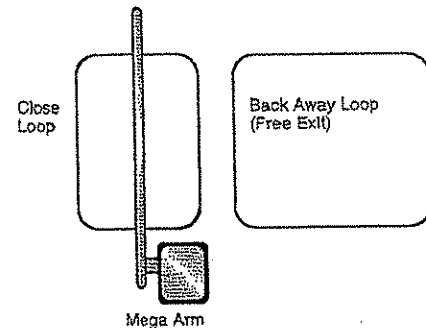


FIGURE 1

ENTRY WITH ACCESS CONTROL DEVICE

Gate will open when activated by an access control device. When vehicle passes and clears close loop, gate will close (Figure 2).

NOTE: If a second vehicle tail-gates and is sensed at the close loop, gate will stop its closing motion until loop is cleared again.

Terminal #6 is close input.

Terminals #1, 2, and 3 are open inputs.

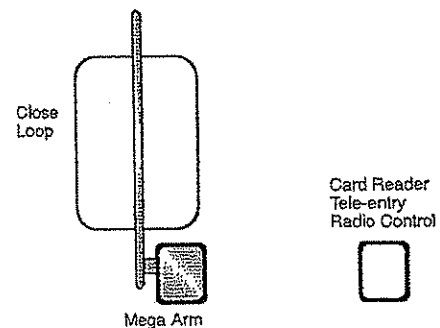


FIGURE 2

DUAL DIRECTION AS ENTRY OR FREE EXIT

Dual direction is a combination of both of the above configurations to provide the ability for traffic to enter or exit in the same lane (Figure 3).

Space between loops will be 4' to 10'.

DO NOT ALLOW CONTROL DEVICES TO BE WITHIN 10' OF GATE OR OPERATOR

RECOMMENDATION 1: If vehicle detectors are used to open or close the gate, use of the presence contacts are recommended. Using the pulse contacts will **REDUCE** the gate's safe operation.

RECOMMENDATION 2: If closing timer is to be used, use **ONLY** on a dedicated free exit.

RECOMMENDATION 3: Close loop must be centered under gate arm.

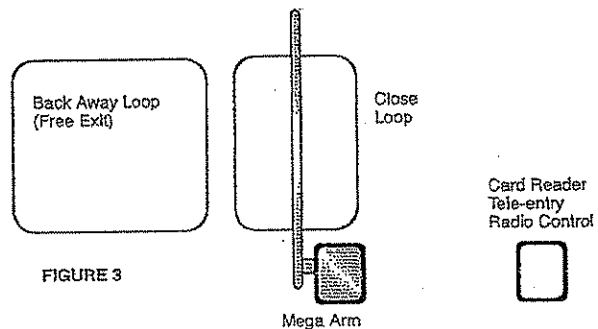


FIGURE 3

SEQUENCE ACCESS MANAGEMENT SYSTEM (SAMS) WITH "MEMORY"

SAMS WITH OTHER OPERATORS

REQUIRES THE K1 RELAY OPTION (Order SAMS KIT)

Versions 5.20 or greater now have the ability to allow the MEGA ARM to monitor for the full open position of a slide, swing, vertical pivot, roll up or overhead operator as well as the down position of motorized traffic teeth (MTC-31) and raise the arm once fully open.

This new feature will allow a logical interface between the MEGA ARM barrier gate and a swing, slide, etc. gate operator (or MTC-31). All that is required is 4 wires between the MEGA ARM barrier gate and the other operator. It will be necessary to have one set of dedicated/isolated dry contacts - (C. and N.C.) COMMON and NORMALLY CLOSED be available at the other operator's OPEN LIMIT SWITCH. Most units will require that this EXTRA limit switch be added to their open limit switch assembly (Figure 1).

OPERATION: A one second pulse from access control device to the MEGA ARM will energize its K1 relay sending an open signal to the other operator causing it to open, however, the MEGA ARM's boom will not raise yet. When the other operator reaches its full open limit switch, this will open the COMMON and NORMALLY CLOSED contact on the EXTRA open limit switch. This will allow the original signal from your access control device (that was stored in memory) to now raise the gate arm. As long as the other operator is in the full open position, any additional open pulse sent will in turn energize the MEGA ARM's K1 relay to send another open signal to the other operator as well as cause the arm to raise again if it has closed via a car crossing the MEGA ARM's close loop.

WIRING: Run 2 wires from the other operator's isolated common & normally closed contacts of its open limit switch to the MEGA ARM J5#8 and one of the commons J5, #9-12. Next, run 2 wires from the MEGA ARM's K1 relay (common & normally open) to the other operators common and open input. (WARNING: max of 30 VOLTS at .5 amps through relay). J5 #8 was the unused SHADOW LOOP input on the MEGA ARM.

NOTE: A separate open device (24 hour timer, toggle switch) can be run to the other operator to control it without raising the gate arm. Tampering with the other operator's safety loops, safety edges and reverse sensors WILL NOT cause the arm to raise if one tripped. The arm will only raise if an intended open signal was sent to the MEGA ARM.

NOTES: For motorized teeth, vertical pivot or overhead operator, leave S1-6, S1-8 OFF (this will keep the K1 relay latched down until the arm reaches the down position. This will keep the other gate operator locked open or teeth locked down until the arm closes completely).

In this mode, if the arm senses an impact, the K1 relay will stay energized holding open (or teeth down) the other operator until the arm times out and closes.

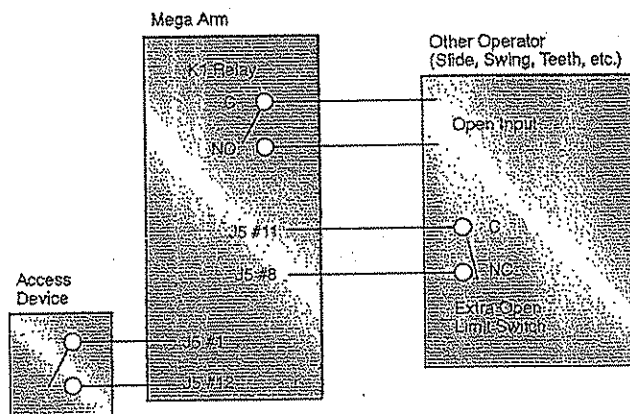
SAMS TWO MEGA ARMS WITH "MEMORY"

REQUIRES THE K1 RELAY OPTION (Order SAMS KIT)

NOTE: (5.20 or greater) can be used when you have two entry gates that you want to **SEQUENCE** with each other. This is when you can only have **ONE** gate raised at a time (bottle neck or gates at a cross street). In this case, which ever one raises first will get first priority, while if the other gets an open signal, it will be **HELD IN MEMORY**, then raise once the first gate closes. This will work if either gate has a telephone entry unit or access device (AVI, prox, etc.).

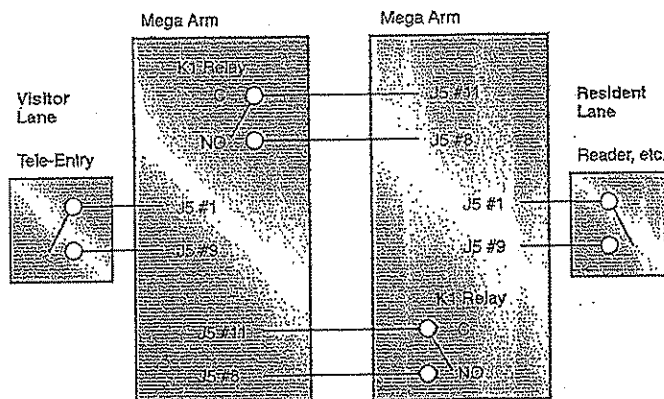
Connect the K1 relay C and N.O. of each gate to the SHADOW LOOP J5 #8 input and common of the other (Figure 2). (Leave S1-6 and 8 OFF to allow relay to stay latched.)

FIGURE 1

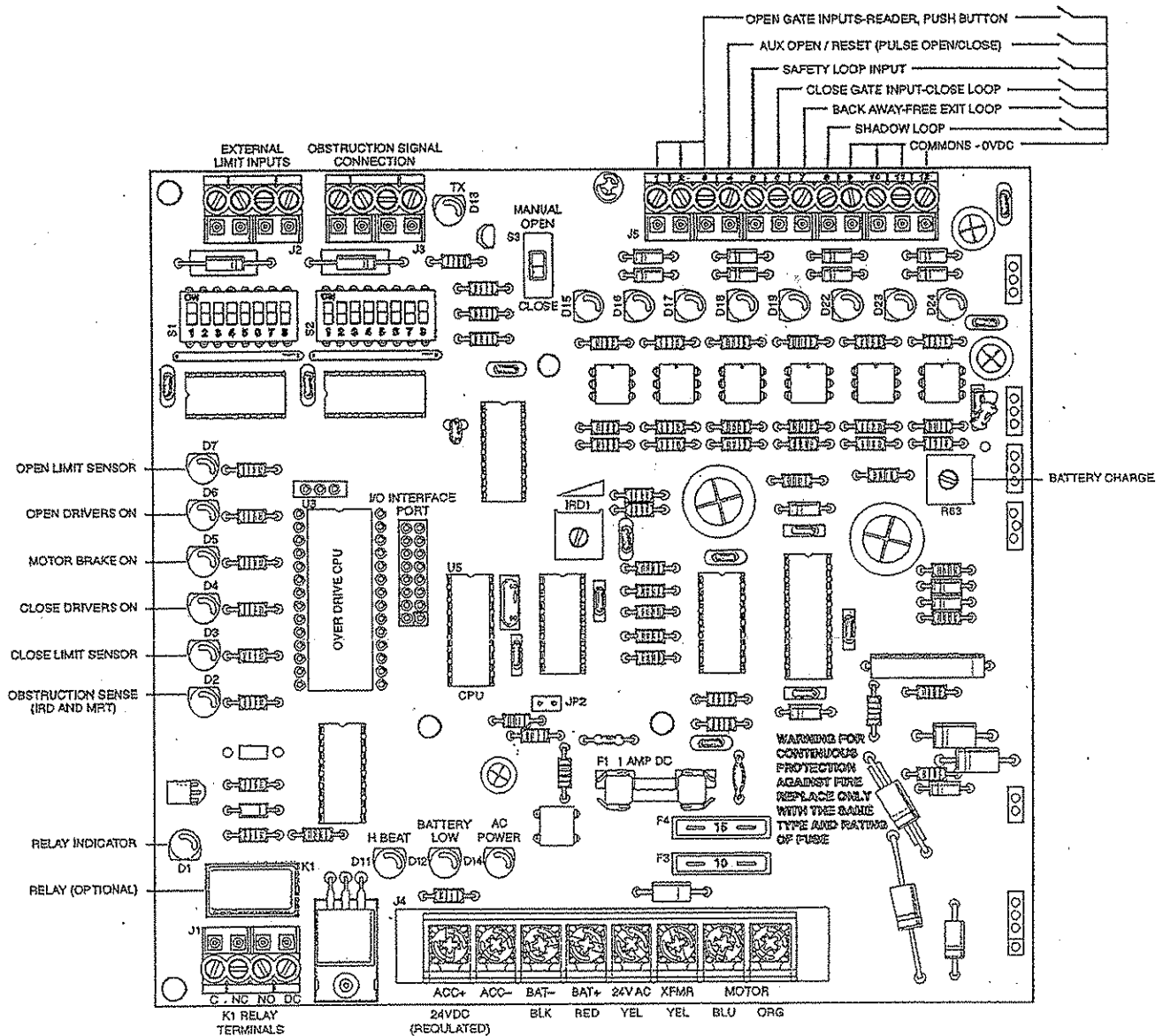


S1, #6 and #8 (ON) = K1 Relay PULSE only.
S1, #6 and #8 (OFF) = K1 Relay LATCH only.

FIGURE 2



CONTROL BOARD LAYOUT



INPUT LOCATIONS

Accessory power is 24VDC regulated rated at 500 ma. [1/2 amp].
(Power at accessory+ and at relay pin-4+ is fused at F1 with a 1 amp fast-blo fuse)

NOTE: J5 #8 is now the SAMS with memory input (see page 12).

D11: Heart beat. Shows that processor and program are running properly.

D12: Battery status. See diagnostic procedures.

D14: AC power indicator. Shows that AC power is present.

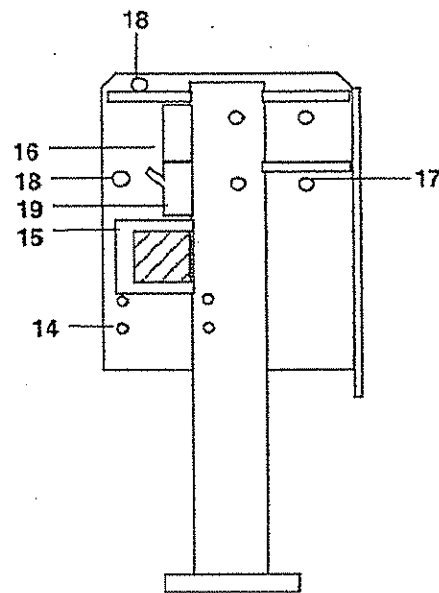
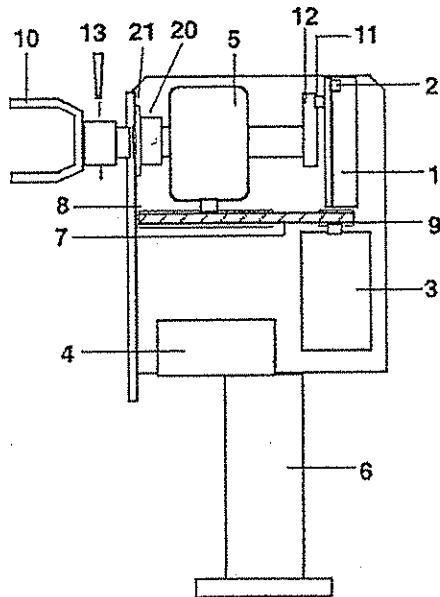
S3: Manual open. To allow gate to be opened or closed during service of unit. Keep in the "Close" position for normal operation.

F1: 1 amp fast-blo fuse (5mm x 20mm). Maximum continuous draw is 1/2 amp. (UL listed fuse only.)

F3: 10 amp ATO type fuse for 24VAC input power. (UL listed fuse only.)

F4: 15 amp ATO type fuse for 24VDC battery input power. (UL listed fuse only.)

MEGA ARM PARTS LIST



PART NUMBERS AND DESCRIPTIONS

| ITEM | PART NUMBER | DESCRIPTION | ITEM | PART NUMBER | DESCRIPTION |
|------|-------------|--|------|-------------|-----------------------------------|
| 1 | MA001 | Controller - CPU | 14 | MA014 | Bolt and Nut (4) Motor |
| 2 | MA002 | Removable Connector | 15 | MA015 | Transformer (110/220 VAC - 24VAC) |
| 3 | MA003 | DC Motor - 24 VDC | 16 | MA016 | Main Power Connection Box |
| 4 | MBAT | 12VDC 7AH Battery 2 required (not included) | 17 | MA017 | Bolt and Nut (4) Reducer |
| 5 | MA005 | Gear Reducer 60:1 | 18 | MA018 | Grommet (2) |
| 6 | MA006 | Aluminum Chassis | 19 | MA019 | 117 VAC On/Off Switch |
| 7 | MA007 | Drive Belt | * | MA020 | Unit Cover |
| 8 | MA008 | Reducer Pulley | * | MA021 | Nylon Arm Nuts (2) |
| 9 | MA009 | Motor Pulley | * | MA022 | Arm Bolts (2) |
| 10 | MA010 | Gate Arm Bracket | * | MA023 | Gate Arm - 12' |
| 11 | MA011 | Magnet | 20 | MA036 | Collar |
| 12 | MA012 | Cam Arm | 21 | MA037 | Nylon Washer |
| 13 | MA013 | Shear Pin | | | |

(*) parts not shown

PARTS SHIPPED

- 1 MEGA ARM Operator
- 1 Controller CPU
- 1 Unit Cover
- 1 Installation and Service Manual
- 2 Arm Bolts with Washers
- 10 Nylon Nuts

Unit also requires (2) sealed 12 VDC 7 AH batteries (not included).

LIMITED WARRANTY

(You must read, understand and agree with all items in the limited warranty)

LiftMaster warrants the MEGA ARM-UL to be free of defects in workmanship and materials for a period of 2 years for electronics and mechanical components and includes a 10 year corrosion perforation warranty on the cover and chassis. Warranty will begin from the date of purchase.

LiftMaster reserves the right of final determination as to the existence and causes of any defect or failure. Any part or parts found to be defective and are returned to LiftMaster within the warranty period, shall at our option be repaired or replaced free of charge F.O.B. the factory. Freight is not included at any time on gate arms and chassis. ONLY UPS ground freight is included during the first year of warranty.

The warranty will not apply the following circumstances which are considered beyond our control.

Mis-use, vandalism, accident, neglect, unauthorized repairs or modifications, acts of God (lightning, floods, insect damage, etc.), power surges, units subjected to corrosive environments, incorrect installation or application, the batteries or incorrect battery installation, operation without or failure to use correct battery type, damage to arm bracket and/or gear reducer due to use of incorrect arm.

The warranty set forth above is entirely exclusive and no other warranty whether written or oral, is expressed or implied. LiftMaster specifically disclaims any and all implied warranties, merchantability or fitness for a particular purpose. It is the purchasers sole and exclusive responsibility to determine whether or not the equipment will be suitable for a particular purpose. In no event shall LiftMaster, Inc. be held liable for direct, indirect, incidental, special, consequential damages or loss of profits whether based on contract, tort, or any other legal theory during the course of the warranty or at any time there after. The installer and/or end user agree to assume all responsibility for all liability in use of this product, releasing LiftMaster of all liability.

WARNING! MEGA ARM NOT FOR USE WITH MOTORCYCLES, BICYCLES OR PEDESTRIANS. YOU MUST PROVIDE APPROPRIATE SIGNAGE BEFORE ACTIVATING THE UNIT. NEVER ALLOW CHILDREN TO PLAY NEAR OR OPERATE AUTOMATIC GATES.

IN ORDER TO INSTALL AND USE THE MEGA ARM, YOU MUST UNDERSTAND AND BE IN FULL UNCONDITIONAL AGREEMENT WITH ALL STIPULATIONS OUTLINED ABOVE. IF YOU ARE NOT IN FULL AGREEMENT, DO NOT PUT UNIT INTO OPERATION. IF OPERATOR IS PUT INTO OPERATION THIS WILL BE CONFIRMATION THAT YOU ARE IN FULL UNCONDITIONAL AGREEMENT WITH ALL OF THE ABOVE STIPULATIONS.

Materials, components, features and specifications are subject to change without notice.

WARRANTY REGISTRATION

MAIL OR FAX THIS PORTION TO LIFTMASTER TO CONFIRM YOUR WARRANTY

NAME OF INSTALLING DEALER _____

NAME OF CUSTOMER _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

MODEL _____ SERIAL NUMBER _____

EXPECTED CYCLES PER DAY _____

NUMBER OF HOMES OR APARTMENTS _____

CONFIGURED AS A(N) 1) VISITOR ENTRANCE _____

2) RESIDENT ENTRANCE _____

3) MAIN ENTRANCE _____

4) EXIT _____

5) OTHER (EXPLAIN) _____

REPAIR PARTS AND SERVICE

HOW TO ORDER REPAIR PARTS

OUR LARGE SERVICE ORGANIZATION
SPANS AMERICA

INSTALLATION AND SERVICE INFORMATION
IS AS NEAR AS YOUR TELEPHONE SIX DAYS A WEEK.
SIMPLY DIAL OUR TOLL FREE NUMBER:

1-800-528-2806

HOURS: (Central Standard Time)
6:00 A.M. TO 7:00 P.M. - Monday through Friday
8:00 A.M. TO 4:30 P.M. - Saturday

www.liftmaster.com

WHEN ORDERING REPAIR PARTS, ALWAYS GIVE THE
FOLLOWING INFORMATION:

- PART NUMBER
- PART NAME
- MODEL NUMBER

ADDRESS ORDERS TO:
THE CHAMBERLAIN GROUP, INC.
Technical Support Group
6020 S. Country Club Road
Tucson, Arizona 85706

WasteWIZARD Gate Specifications:

Installation to be provide by contractor. See attached document for installation specifications. ** Gate provided is "Tower" model.

For support and service or gate equipment:

Design, Sales, Installation & Service

ACI Parking Control Systems

serving Central Florida since 1942

(407) 422-8850 fax (407) 649-8352

Equipment Purchased From: Rob Payne / Access Control Technologies

For: Seminole County Waste Management/Carolina Software, Inc.

2 ea Chamberlain Mega-T barrier gates with 12 foot arms

2 ea PBS-3 three-button stations

2 ea BX-3S Reno detector with harness

BID FORM

| Bid Item | Description | Units | Estimated Quantities | Unit Price | Bid Price @ Unit Price |
|----------|--|-------------|----------------------|------------|--------------------------------|
| 1 | Mobilization (Maximum of 7% of Bid) | Lump Sum | 1 | | 5,250.00 4,750.00 |
| 2 | Demolition of Concrete Slab | Square Foot | 60 | | 10,500.00 10,000.00 |
| 3 | Debris Removal and Hauling | Lump Sum | 1 | | 5,250.00 |
| 4 | Concrete Duct Bank | Cubic Yard | 9 | | 42,000.00 |
| 5 | Structural Items | Lump Sum | 1 | | 11,850.00 |
| 6 | Electrical Items | Lump Sum | 1 | | 28,000.00 |
| 7 | Demobilization (Maximum of 3% of Bid) | Lump Sum | 1 | | 3,150.00 |
| | | | | Total Bid | \$ 105,000 |

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

BID NUMBER: CC-1949-07/LKR
 BID TITLE: CTS Scale Automation Stations
 OPENING DATE: April 25, 2007, 2:00 P.M.

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 STATED 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

| ITEM DESCRIPTION | Response 1 |
|-----------------------------|---|
| | Florida Industrial Scale Co., Inc. 728 Industry Road Longwood, FL 32750 407-331-7972 PH 407-831-0653 FX |
| TOTAL AMOUNT OF BID | \$105,000.00 |
| Bid Bond | Yes |
| Acknowledgement of Addenda | Yes |
| Trench Safety Act | Yes |
| Bidder Information Form | Yes |
| Non-Collusion Affidavit | Yes |
| Non-segregated Facility | Yes |
| Drug Free Workplace | Yes |
| American w/Disabilities Act | Yes |

Opened and Tabulated by Lisa Riner
(Posted by Lisa Riner 4/25/2007 at 3:00 p.m. Eastern)

Recommendation of Award: **Florida Industrial Scale Co., Inc.**
(Posted by Lisa Riner 5/16/07 at 9:15 a.m. Eastern)

Board Date: **June 12, 2007**
(Posted by Lisa Riner 5/16/07 at 9:15 a.m. Eastern, Updated by Lisa Riner 5/18/07 at 2:15 p.m.)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment #4 for RFP-4227-04/GMG - Vending Agreement for Snacks, Drinks, Hot/Cold Food Vending Services for Seminole County Services Building, Courthouse and Criminal Justice Center Locations

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Approve Amendment #4 for RFP-4227-04/GMG – Vending Agreement for Snacks, Drinks, Hot/Cold Food Vending Services for Seminole County Services Building, Courthouse and Criminal Justice Center Locations, with Snack Time Vending, Inc., Longwood (Revenue Contract).

County-wide

Ray Hooper

BACKGROUND:

RFP-4227-04/GMG provides for concession operations services for the County Services Building, Courthouse and Criminal Justice Center locations. Amendment #4 will provide for price increases on Coke, Pepsi and snacks products as follows:

12 oz. cans from \$0.60 to \$0.65; 20 oz. bottles from \$1.00 to \$1.25; juice and sports drinks from \$1.25 to \$1.50; candy from \$0.70 to \$0.75; and, pastries from \$0.80 to \$0.85.

STAFF RECOMMENDATION:

Staff recommends the Board approve Amendment #4 for RFP-4227-04/GMG – Vending Agreement for Snacks, Drinks, Hot/Cold Food Vending Services for Seminole County Services Building, Courthouse and Criminal Justice Center Locations, with Snack Time Vending, Inc., Longwood (Revenue Contract).

ATTACHMENTS:

1. Amendment #4

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**FOURTH AMENDMENT TO CONCESSION OPERATION AGREEMENT
SNACKS, BEVERAGES, HOT/COLD VENDING SERVICES FOR COUNTY SERVICES
BUILDING, COURTHOUSE AND CRIMINAL JUSTICE CENTER
(RFP-4227-04/GMG)**

THIS FOURTH AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into March 31, 2005, as amended August 23, 2005, March 29, 2006, and June 6, 2006, between **SNACK TIME VENDING, INC.**, whose address is 2480 N. Ronald Reagan Boulevard, Longwood, Florida 32750, hereinafter referred to as "VENDOR," 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 VENDOR and COUNTY entered into the above-referenced Agreement on March 31, 2005, as amended August 23, 2005, March 29, 2006, and June 6, 2006, for concession operations at the County Services Building, Courthouse, and Criminal Justice Center; 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 25 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 1 of the Agreement is hereby amended to read:

SECTION 1. PURPOSE AND SCOPE. The purpose of this Agreement is to set forth the terms and conditions under which VENDOR shall provide for snacks, beverages, and hot/cold vending services at the locations

as specified above. VENDOR hereby agrees to perform the services more particularly described in Exhibit A, Scope of Services, attached herein, and at the prices as specified in Exhibit B, attached.

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:

SNACK TIME VENDING, INC.

By: _____
CANDICE JACOBS, 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: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

County Attorney

Attachment:
Exhibit B - Rate Schedule

AEC/jjr
07/25/07
P:\Users\jroyal\Purchasing 2007\Agreements\RFP-4227-04-4th Amd.doc

Exhibit B
Price Sheet
RFP-4227-04/GMG – Amendment #4

| ITEM | DESCRIPTION | UNITS | ORIGINAL UNIT PRICE 3/31/05-6/12/07 | REVISED UNIT PRICE AMENDMENT #4 6/12/07-3/30/2011 |
|------|----------------------|-------|---|--|
| 1. | 12 oz cans | each | \$.60 | \$.65 |
| 2. | 20 oz. bottles | each | \$1.00 | \$1.25 |
| 3. | Juice & sport drinks | each | \$1.25 | \$1.50 |
| 4. | Candy | each | \$.70 | \$.75 |
| 5. | Pastry | each | \$.80 | \$.85 |

Snack Time Vending, Inc.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services-PS-1666-07/BLH Final Design Services with Inwood Consulting Engineers of Oviedo, FL

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Jacqui Perry

EXT: 7114

MOTION/RECOMMENDATION:

Approve the ranking list and authorize rate negotiations for PS-1666-07/BLH - Final design services with Inwood Consulting Engineers of Oviedo, FL for State Road 426/County Road 419 Widening (Not To Exceed \$1,800,000.00 over the term of nine years).

County-wide

Ray Hooper

BACKGROUND:

PS-1666-07/BLH will provide professional services for the final engineering design services for the widening of State Road 426/County Road 419.

This project was publicly advertised and the County received eleven (11) submittals (listed below alphabetically):

- Bowyer-Singleton & Associates, Inc.
- Burgess & Niple, Inc.
- Consul-Tech Transportation, Inc.
- Dyer, Riddle, Mills & Precourt, Inc.
- Earth Tech Consulting, Inc.
- Ghyabi & Associates, Inc.
- Horizon Engineering Group, Inc.
- Inwood Consulting Engineers, Inc.
- Johnson, Mirmiran & Thompson
- Reynolds, Smith and Hills, Inc.
- Vanasse Hangen Brustlin, Inc.

The Evaluation Committee, which consisted of Brett Blackadar, Principal Engineer; Gary Johnson, Public Works Director; Antoine Khoury, Asst. County Engineer; Jerry McCollum, County Engineer; Tony Segreto, City of Oviedo, evaluated the submittals and agreed to interview three (3) firms.

The Evaluation committee interviewed these firms giving consideration to the following criteria:

- Project Knowledge and Strategy;
- Innovative Ideas;
- Qualifications/Project Experience.

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):

1. Inwood Consulting Engineers, Inc
2. Dyer, Riddle, Mills & Precourt, Inc
3. Bowyer-Singleton & Associates, Inc.

STAFF RECOMMENDATION:

Staff recommends the Board approve the ranking list and authorize rate negotiations for PS-1666-07/BLH - Final design services with Inwood Consulting Engineers of Oviedo, FL for State Road 426/County Road 419 Widening (Not To Exceed \$1,800,000.00 over the term of nine years).

The attached backup documentation includes: tabulation sheets; presentation rankings; presentation evaluation forms; evaluation rankings; and, the tentative scope of services.

ATTACHMENTS:

1. PS-1666-07-BLH Backup Documents

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

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

PS NUMBER: PS-1666-07/BLH

PS TITLE: Final Design Services for State Road 426/County Road 419 Widening

DATE: March 14, 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- |
|---|--|---|---|
| Bowyer-Singleton & Associates, Inc. 520 South Magnolia Avenue Orlando, FL 32801 Kevin E. Knudsen, P.E. Vice President (407) 843-5120 ext. 3141 PH (407) 649-8664 FX | Burgess & Niple, Inc. 1800 Pembroke Drive, Ste 265 Orlando, FL 32810 Scott D. Perfater, P.E. Vice President (407) 401-8527 ext. 100 PH (407) 660-4994 FX | Consul-Tech Transportation, Inc. 2828 Edgewater Drive Orlando, FL 32804 Philip Hursh, P.E. Director of Transportation (407) 649-8334 PH (407) 649-8190 FX | Dyer, Riddle, Mills & Precourt, Inc. 941 Lake Baldwin Lane Orlando, FL 32814 Greg T. Smith, P.E. Vice President (407) 896-0594 PH (407) 896-4836 FX |
| RESPONSE -5- | RESPONSE -6- | RESPONSE -7- | RESPONSE -8- |
| Earth Tech Consulting, Inc. 30 South Keller Road, Ste 500 Orlando, FL 32810 David W. Gordon, P.E. Vice President (407) 660-1719 PH (407) 660-0250 FX | Ghyabi & Associates, Inc. 214 East New York Avenue Deland, FL 32724 Walter V. Koss, P.E. Vice President (386) 469-0006 PH (386) 469-0017 FX | Horizon Engineering Group, Inc. 2500 Maitland Center Parkway, Ste 300 Maitland, FL 32751 Gerald Warren President (407) 644-7755 PH (407) 644-7855 FX | Inwood Consulting Engineers, Inc. 870 Clark Street Oviedo, FL 32765 Andrew D. DeWitt, P.E. Vice President (407) 971-8850 PH (407) 971-8955 FX |
| RESPONSE -9- | RESPONSE -10- | RESPONSE -11- | |
| Johnson, Mirmiran & Thompson 615 Crescent Executive Court, Ste 106 Lake Mary, FL 32746 Jon Miller Vice President (407) 833-9898 PH (407) 833-9899 FX | Reynolds, Smith and Hills, Inc. 1000 Legion Place, Ste 800 Orlando, FL 32801 James R. Avitabile, P.E. Vice President (407) 893-5800 PH (407) 648-2128 FX | Vanasse Hangen Brustlin, Inc. 135 W. Central Blvd, Ste 800 Orlando, FL 32801 Dale A. Crosby, P.E. Director of Engineering (407) 839-4006 PH (407) 839-4008 FX | |

Tabulated by B. Hunter – Posted March 15, 2007 (1:15 P.M. Eastern)

Evaluation Committee Meeting:

**April 5, 2007 at 1:00 PM Eastern
Lake Jessup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773**

Short Listed Firms:

Bowyer-Singleton & Associates; Dyer, Riddle, Mills & Precourt; Inwood Consulting Engineers, Inc.

Presentation Date/Times:

May 1, 2007 -1-3:30pm: Presentation Committee Members: Brett Blackadar, Gary Johnson, Antoine Khoury, Jerry McCollum, Tony Segreto

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

PS NUMBER: PS-1666-07/BLH

**PS TITLE: Final Design Services for State Road 426/County
Road 419 Widening**

DATE: March 14, 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.

Request to Negotiate (Rank):

- 1. Inwood Consulting Engineers**
- 2. Bowyer Singleton & Assoc.**
- 3. Dyer, Riddle, Mills & Precourt, Inc.**

BCC Agenda date: June 12, 2007

PRESENTATION RANKINGS

PS-1666-07/BLH

Final Design Services for State Road 426/County Road 419 Widening

DATE

TIME

Firms

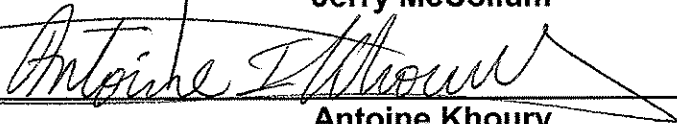
Inwood Consulting Engineers, Inc.
Dyer, Riddle, Mills & Precourt, Inc.
Bowyer-Singleton & Associates, Inc.

| Jerry McCollum | Antoine Khoury | Gary Johnson | Tony Segreto | Brett Blackadar | Total | Ranking |
|----------------|----------------|--------------|--------------|-----------------|-------|---------|
| 1 | 1 | 1 | 1 | 2 | 6 | 1 |
| 3 | 3 | 3 | 3 | 3 | 15 | 3 |
| 2 | 2 | 2 | 2 | 1 | 9 | 2 |

We approve the above stated ranking:



Jerry McCollum



Antoine Khoury



Gary Johnson



Tony Segreto



Brett Blackadar

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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.

Project Knowledge/Strategy: (60)

Very good abilities
Mod. by vertical/horizontal problems, Driveway issue, 85.0
walkways/flood plain. Connections to Trail, byways &
shelters, Schools - Project phasing concepts, Drainage issues
(Att. sites) - Detailed on permits (2 basins) Score 51.0
GAI (Landscape/hardscape, LAP requirements) (0-60)

Innovative Ideas: (20)

update traffic. Access Management 80.0
Savings on Pavement design. Solve existing - Pond saving
pavement (Central Ave) - Sidewalk ramping
at Lake. Free bus shelter. Very good (80) Score 16.0
(0-20)

Qualifications/Project Experience: (20)

Have done numerous Co. projects, and 82.0
State projects
Very good (+) Score 16.4
(0-20)

Ranking 1

Total Score (0-100) 83.4

- ① SB impacts (FOOT)
- ② SR434 west
- ③ Resolve ROW issues

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening

SUBMITTAL COMPANY NAME: Bowyer Singleton & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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:

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- Excellent, Very Good, Solid in all respects.
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- 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.

Project Knowledge/Strategy: (60)

Very good (+)

82

Overall PDE improvements reviewed. Conceptual Review. Grade issues (drawings) - Du parcel by parcel review (Row QA/QC) Use remainder to create Ped. Mall area. Access management reviewed (drawings). Middle school access. Trail connections. Covered most design issues. Score 49.2 (0-60)

Innovative Ideas: (20)

Very good drainage

Several areas addressed - Ped. Mall / Access management. Trail. No costs saving discussed. Good (+) Score 15.2 (0-20)

Qualifications/Project Experience: (20)

Have done very good (+) job on Several County projects. State projects (82) Score 16.4 (0-20)

Ranking 2

Total Score (0-100) 80.8

Like to see SB
Traffic issues,
w.l. by

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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:

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- 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.

Project Knowledge/Strategy: (60)

General Streetcar
D. d PDE report. Optimized ROW. Mat. lot at 78
into. Very good on overall b.l.e plan
Good (H) - 78 Covered most
issues. Some little general Score 46.8
(0-60)

Innovative Ideas: (20)

Shift ponds downtown. Reduce SR434 work 78
Good (H) Score 15.6
(0-20)

Qualifications/Project Experience: (20)

D. d original PDE. Numerous state / 80
some County projects Very good Score 16.0
(0-20)

Ranking 3

Total Score (0-100) 78.4

1. Add 4 lane how much CR419 - 15 m to 20 m
Covered in project
2. Human / vehicle - Round b.l.e sidewalk

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/419 Widening

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

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.

Project Knowledge/Strategy: (60)

Excellent Knowledge, identified problem area, trail
community, identify stakeholders, update Traffic report.
Public

Score 56
(0-60)

Innovative Ideas: (20)

reduce cost by pointing, Schwab existing Document, change
Donor, Detail Donor's Siting, Fortification Sidewalk
Senate bill for Mitigation of LA Jolla Project

Score 18
(0-20)

Qualifications/Project Experience: (20)

Very Good

Score 18
(0-20)

Ranking ①

Total Score (0-100) 92

Presentation Evaluation Form

**PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening**

SUBMITTAL COMPANY NAME:

BOYER SINGELTON.
~~Oyer, Biddle, Mills & Precourt, Inc~~

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

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:

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- 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.

Project Knowledge/Strategy: (60)

update PDE /Completed Design Review /Good idea
Good idea on Fort Baptist Church Mass Management.

Score 52
(0-60)

Innovative Ideas: (20)

Access Management, Trail crossings, Traffic Modeling
Senor Bill for Highway

Score 17
(0-20)

Qualifications/Project Experience: (20)

Very good

Score 18
(0-20)

Ranking

2

Total Score (0-100)

87

Schedule 2 years

Presentation Evaluation Form

**PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening**

SUBMITTAL COMPANY NAME:

DRMP
Bowyer Singleton & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

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:

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- 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.

Project Knowledge/Strategy: (60)

Completed PD&E, Move ponds, CPTT utility coordination

Score 52
(0-60)

Innovative Ideas: (20)

NOT TOO DETAILED, NOT SEQUENCING

Score 15
(0-20)

Qualifications/Project Experience: (20)

GOOD/VERY GOOD

Score 15
(0-20)

Ranking 3

Total Score (0-100) 82

which part would you update.

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

EVALUATION CONSIDERATIONS

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:

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- Excellent, Very Good, Solid in all respects.
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Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Knowledge/Strategy: (60)

Good understanding & knowledge especially local details (local firm)
Traffic control emphasis → events, details on driveways, & elevations, extensive drainage info

Score 55
(0-60)

Innovative Ideas: (20)

Innovative cantilevered sidewalks, pavement design (\$600K), exist. pvt. (\$400K)
Phasing plan creative (\$60M total), combined pond sites, creative permitting (state & local)
Comprehensive traffic plan, landscape/hardscape, utilities, LAP issues covered well including access right-of-way update

Score 20
(0-20)

Qualifications/Project Experience: (20)

Significant SC, FDOT, LAP experience

Score 20
(0-20)

Ranking 1

Total Score (0-100) 95

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening

SUBMITTAL COMPANY NAME: Bowyer Singleton & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

EVALUATION CONSIDERATIONS

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:

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- Excellent, Very Good, Solid in all respects.
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- 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.

Project Knowledge/Strategy: (60)

Generic approach, conceptual design review vs PDE shift alignment south to use remainders
Emphasis on access agt, met w/church & school, recognized MBE, Jackson School issues, trail connectivity
Drainage - mitigation bank/Senate Bill & available for Econ, Not Jesup. Good details. Std. QA/QC
Score 50
(0-60)

Innovative Ideas: (20)

Access agt - see above, conceptual design review, trail connectivity (No \$'s)
Score 15
(0-20)

Qualifications/Project Experience: (20)

DS LAP/TRIP projects, C-15, Dodd, Tuskawilla Lake Emma (SC)
Score 20
(0-20)

Ranking 2

Total Score (0-100) 85

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

EVALUATION CONSIDERATIONS

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:

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- 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.

Project Knowledge/Strategy: (60)

Good knowledge of project, Ph. 1 434, 426 Realign, 419 minor wid. (\$20M), staged const.
not - access maintenance issues. Drainage - alternative pond sites, "bleeder" system
Landscape/streetscape

Score 45
(0-60)

Innovative Ideas: (20)

Alternative pond site, shorten 434 tapers = \$1,350,000 savings
Fast track R/W

Score 15
(0-20)

Qualifications/Project Experience: (20)

Extensive experience, PDE Team included, local Oviedo experience on team
SR 426 PDE, CR 427 (SC), Rock Springs Rd (OC), Landscape/streetscape for Orlando

Score 15
(0-20)

Ranking 3

Total Score (0-100) 75

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/419 Widening

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Tony Segreto

EVALUATION CONSIDERATIONS

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
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- 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.

Project Knowledge/Strategy: (60)

GOOD PROVIDER ~~GOOD~~ UNDERSTANDING, BUS STRUCTURE/SCHOOLS/GOOD COMMUNITY KNOWLEDGE
AND PARK INVOLVEMENT EXCELLENT
PROJECT COST PRIORITY ① INTERSECTION EXPAND TO EAST & WEST
MUCH IDENTIFIED

Score 60
(0-60)

Innovative Ideas: (20) R/O/W CONTRIBUTIONS ISSUES/

- GOOD UNDERSTANDING OF RESOURCES
600,000 SAVINGS IN PAVING COST / SAVINGS EXISTING AT CONTRACT
STORMWATER / DO-MULTIPLE APPROACH

ADDITIONAL STORMWATER Ponds/JOINT USE /UPSIZING
2 BENEFITS 1. SPEEDUP / 2 ECON

Score 20
(0-20)

Qualifications/Project Experience: (20)

EXCELLENT BACKGROUND / CITIES STORMWATER PLAN
TRAFFIC PATTERNS / INTERSECTIONS
PAST COUNTY EXPERIENCE / GOOD CADD EXPERIENCE
PERSONAL SERVICE / LOCAL FIRM.

Score 20
(0-20)

Ranking _____

Total Score (0-100) 100

434
- 450,000
IN PAVING
SAVINGS

Presentation Evaluation Form

**PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening**

SUBMITTAL COMPANY NAME: Bowyer Singleton & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Tony Segreto

EVALUATION CONSIDERATIONS

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:

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- 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.

Project Knowledge/Strategy: (60)

PHASING/GOOD UNDERSTANDING / CONSENSUAL DESIGN REVIEW
THAT UNDERSTANDING OF FINAL PD&E NOT REVIEWED
GOOD STRONGER UNDERSTANDING / ADDRESSING SCIENCE & BAPTIST CHURCH
ADDRESS ISSUES THAT SHOULD HAVE BEEN ADDRESS IN P.D. & E **Score** 50
WILL NEED NEW MODEL **(0-60)**

Innovative Ideas: (20)

PLANS CONCEPTUAL DESIGN LOOK AT MIN. R.O.W. COST
REMAINING PAGES USED TO DOUBLE BOTTOM PROSTRAIA ASOS / SHOT ALIGNMENT
RECON BASIN - WORKING MINUTION BANK **Score** 15
(0-20)

Qualifications/Project Experience: (20)

GOOD BACKGROUND / GOOD TRAIT. BACKGROUND & SURVEY
GOOD LAND UNDERSTANDING
GOOD UNDERSTANDING OF LAKE JESSE RULE **Score** 20
(0-20)

Ranking _____

Total Score (0-100) 85

23 MONTH SCHEDULE

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/419 Widening

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc

QUALIFICATION COMMITTEE MEMBER: Tony Segreto

EVALUATION CONSIDERATIONS

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:

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- 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.

Project Knowledge/Strategy: (60)

Public involvement in downtown
understanding of storekeepers not clear

Spoke about what NOT vision for project

Very similar to DBBE no additional vision

Now Bina located on valuable commercial property

Did not address issues such as returns, had to get into those questions

Score 40
(0-60)

Innovative Ideas: (20)

Cost saving ideas will impact future economic development projects

Score 15
(0-20)

Qualifications/Project Experience: (20)

Drainage understanding weak, not emphasis on

DBBE was late and the city had to pay for additional work

Lake Joseph rule - did not address how this will impact project

Score 15
(0-20)

Ranking

Total Score (0-100) 70

Too much time spent on history of company
could not read org. chart

18 month schedule -

did not address flooding at JRS4P

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/419 Widening

SUBMITTAL COMPANY NAME:

Bowyer Singleton & Associates, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

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:

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- 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.

Project Knowledge/Strategy: (60)

Good graphics. Propose 23 month schedule. Will re-analyze sound wall issues. *→ Good public involvement discussion.*
Discuss need for retaining walls in sections due to tight ROW. Propose detailed ROW analysis. Discuss feasibility of downtown plan. Great access management plan - had discussions w/ school & church. Great school connectivity. Did lane closure analysis. Good discussion of LPAZ + railroad comments. Discuss TMDL requirements. **Score 56**
(0-60)

Innovative Ideas: (20)

Discusses many drainage problems w/ DRE study. Discuss the need for increased people bike lanes. Propose conceptual design review + detailed ROW analysis. Propose alternate bicycle section to provide people bike, way or trail thru downtown. Propose access management for church + school. Review access to Jackson Heights Middle. Propose plan for transit connectivity. Propose micro simulation model analysis. **Score 19**
(0-20) *Use South Blvd for part of job. Propose to have appraiser on board.*

Qualifications/Project Experience: (20)

Very experienced project team. Lots of FOOT ROW map experience. Similar experience w/ 434 project. Have done 5 LAP/IRIP projects in District 5. **Score 18**
(0-20)

Ranking 1

Total Score (0-100) 93

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening

SUBMITTAL COMPANY NAME: Inwood Consulting Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackader

EVALUATION CONSIDERATIONS

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:

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Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Knowledge/ Strategy: (60) *Very nice graphics.*

Discussed pricing ponds for TMDL Lake sewage issues. Prepare an updated tentative report due to recent changes. Prepare additional turn lanes based on prelim analysis. Will attempt to do advanced acquisition to save funds.

Score 55
(0-60)

Innovative Ideas: (20)

Free bus shelters
Minimize wetland + floodplain impacts with sheet piling. Prepare to save \$600,000 w/ changed pavement design. Salvage 400k with existing pavement @ \$P 454.
Prepare to revise phase 1 to include more E-W widening.
Prepare to list FOOT as permitted to use SB mitigation.

Score 18
(0-20)

Qualifications/Project Experience: (20)

BSA doing ROW maps. Did City of Ocala master plan in 2005. Very experienced team w/ great local knowledge.

Score 18
(0-20)

Ranking 2

Total Score (0-100) 91

Presentation Evaluation Form

PS-1666-07/BLH – Final Design Services for State Road 426/County Road/
419 Widening

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills & Precourt, Inc

QUALIFICATION COMMITTEE MEMBER: Brett Blackader

EVALUATION CONSIDERATIONS

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:

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Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Knowledge/ Strategy: (60)

Propose NOT plan for phase 1 construction on 434. Discuss trail coordination.
Good, detailed discussion. Suggest to get money in downtown
area first. Propose 18 month schedule. Can this be done?

Score 50
(0-60)

Innovative Ideas: (20)

Propose savings by moving pond next to bridge. Maximize use of rebar in ponds.
Propose blower near Lake Desha Ave to reduce flooding
Limited discussion of cost savings ideas.

Score 15
(0-20)

Qualifications/Project Experience: (20)

Proposed PM is very experienced and has done other County projects.
Performed PD+E study. Did CR427 for the County.
They were very late on the PD+E study.

Score 15
(0-20)

Ranking 3

Total Score (0-100) 80

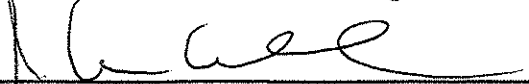
EVALUATION RANKINGS
PS-1666-07/BLH
Final Design Services for State Road 426/County Road 419 Widening

DATE

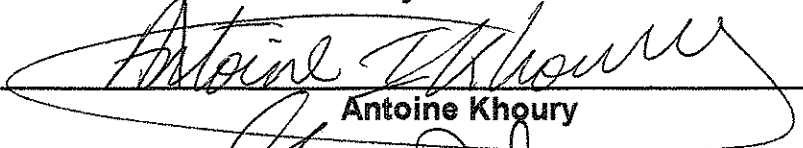
TIME

| Firms | Jerry McCollum | Antoine Khoury | Gary Johnson | Tony Segreto | Brett Blackadar | Total | Ranking |
|--------------------------------------|-----------------------|-----------------------|---------------------|---------------------|------------------------|--------------|----------------|
| Bowyer-Singleton & Associates, Inc. | 1 | 2 | 4 | 8 | 3 | 18 | 3 |
| Burgess & Niple, Inc. | 10 | 11 | 7 | 9 | 8 | 45 | 11 |
| Consul-Tech Transportation, Inc. | 4 | 4 | 9 | 6 | 4 | 27 | 5 |
| Dyer, Riddle, Mills & Precourt, Inc. | 2 | 3 | 1 | 3 | 5 | 14 | 2 |
| Earth Tech Consulting, Inc. | 8 | 5 | 3 | 1 | 9 | 26 | 4 |
| Ghyabi & Associates, Inc. | 6 | 10 | 10 | 7 | 10 | 43 | 9 |
| Horizon Engineering Group, Inc. | 9 | 8 | 8 | 11 | 7 | 43 | 9 |
| Inwood Consulting Engineers, Inc. | 3 | 1 | 5 | 2 | 1 | 12 | 1 |
| Johnson, Mirmiran & Thompson | 11 | 6 | 11 | 10 | 2 | 40 | 8 |
| Reynolds, Smith and Hills, Inc. | 5 | 7 | 6 | 4 | 6 | 28 | 6 |
| Vanasse Hangen Brustlin, Inc. | 7 | 9 | 2 | 5 | 11 | 34 | 7 |

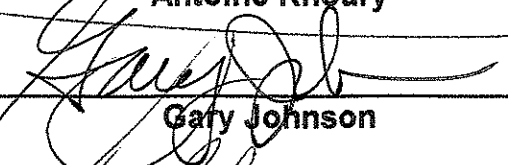
We approve the above stated ranking:




Jerry McCollum



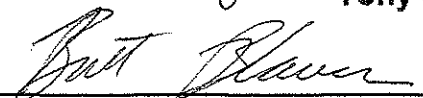
Antoine Khoury



Gary Johnson



Tony Segreto



Brett Blackadar

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

County Project Number: *PS-*
Financial Project ID: *415030-1-38-01*
Description: *SR 426/CR 419, from Pine Avenue to Lockwood Boulevard in Seminole County*

**PS-1666-07/BLH
SCOPE OF SERVICES**

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

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

County Project Number: PS-
Financial Project ID: **415030-1-38-01**
Description: **SR 426/CR 419, from Pine Avenue to Lockwood Boulevard in Seminole County**

1 PURPOSE

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

- Roadway improvements to the transportation facility described herein

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

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

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

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

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

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

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the projects and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies. If a Preliminary Engineering Report is available from a prior or current PD&E study, the CONSULTANT shall review the study and develop recommended alternatives. The CONSULTANT shall use the approved concepts from the review as a basis for the design unless otherwise directed by the COUNTY.

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

2.1 Roadway

Plan Type: Plan/Profile.

Typical Section: Mainline: four-lane divided urban curb and gutter with 12' lanes, 4-foot bike lanes, 5-foot sidewalk both directions.

Limits: SR 426/CR 419, from Pine Avenue to Lockwood Boulevard, with an approximate length of 3.03 miles

Major Intersections/Interchanges: List all intersections/interchanges that will require additional plan sheets:

- Pine Avenue
- Lake Jessup Avenue
- Central Avenue (SR 434)
- CR 426
- Division Street
- Academy Avenue/Stephen Street
- Evans Street/Carolyn Drive
- Bishop Avenue/Weaverlee Woods Boulevard
- Lockwood Boulevard

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

2.2 Drainage

Refer to the Preliminary Engineering Report dated 2006 prepared for the PD&E study for SR 426/CR 419, from Pine Avenue to Lockwood Boulevard.

2.3 Utility Coordination

Refer to the Preliminary Engineering Report dated 2006 prepared for the PD&E study for SR 426/CR 419, from Pine Avenue to Lockwood Boulevard.

2.4 Permits

Refer to the Preliminary Engineering Report dated 2006 prepared for the PD&E study for SR 426/CR 419, from Pine Avenue to Lockwood Boulevard.

2.5 Structures (N/A)

2.6 Signing and Pavement Markings

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

2.7 Signals

Intersections: New Mast Arm signals at the major intersections listed above.

Traffic Data Collection: Traffic counts for mainline and turning movement counts at the major intersection listed above, and at the proposed median opening locations.

Traffic Studies: Design Traffic Study to include traffic projections, traffic simulation analysis, intersection lane geometry and queue length calculations.

2.8 Landscape Architecture

Planting Plans: Xeriscape landscaping in median and areas behind the sidewalk on SR 426/CR 419, from Pine Avenue to Lockwood Boulevard.

2.9 Survey

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

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

2.10 Geotechnical

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

2.11 Project Schedule

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for COUNTY and CONSULTANT activities required to meet the current COUNTY Production Date. The schedule shall be accompanied by an anticipated payout and fiscal progress curve. Additional specific scheduling requirements are:

The schedule shall indicate, at a minimum, submission dates for Phase I, II, III, and IV plans, right-of-way maps, and all other required submittals.

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

| <u>Work Activity/Submittal Review</u> <u>(to be determined by COUNTY)</u> | <u>Time (weeks)</u> <u>(to be determined by COUNTY)</u> |
|--|--|
| ▪ Preliminary Engineering Review | 4 |
| ▪ Roadway Plans Review | 4 |
| ▪ Right of Way Maps Review | |
| (Phase I, Phase II) | 8 |
| (Phase IV) | 4 |
| ▪ Alternative Drainage Design Concept Report Review | 4 |
| ▪ Pond Siting Report | 4 |
| ▪ Environmental Permitting Packages Review | 4 |
| ▪ Environmental Mitigation Plan Review | 4 |
| ▪ Jurisdictional Determination Report Review | 4 |
| ▪ Traffic Studies and Analysis Report Review | 4 |
| ▪ Preparation of Right-of-Way Documents Activity | 10 |
| ▪ Acquisition of Right-of-Way Activity | 104 |

- Prepare/Execute Utility Agreements Activity 16
 - Landscape Development Plan 4
- Periodically, throughout the life of the project, the schedule and curves shall be reviewed and, with the approval of the COUNTY, adjusted as necessary to incorporate changes in the work concept and progress to date.

The approved schedule and schedule status report, along with progress and payout curves shall be submitted with the monthly progress report. Bi-weekly status reports should be emailed to the COUNTY project manager.

The schedule shall be submitted in Microsoft Project format.

2.12 Submittals

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

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

Engineering Items:

| | <u>No. of Copies Required</u> |
|--|-------------------------------|
| ▪ Preliminary Engineering Review Report | 2 |
| ▪ Roadway Design: | |
| ○ Typical Section Package | 1 |
| ○ Pavement Design Report | 1 |
| ○ Design Documentation | 1 |
| ○ Computation Book | 2 |
| ○ Technical Special Provisions | 2 |
| ○ Lane Closure Analysis Worksheets | 2 |
| ▪ Drainage: | |
| ○ Pond Siting Report: Final | 2 |
| ○ Drainage Design Documentation Report | 2 |
| ▪ Traffic Operations - Traffic Report | 2 |
| ▪ Environmental Items | |
| ○ Environmental Resource Permit Application Package | 2 |
| ○ Mitigation Plan | 2 |
| ○ Jurisdictional Determination Report | 2 |
| ○ Coast Guard Navigation Permit Application Package (If applicable) | 2 |
| ○ National Pollutant Discharge Elimination System (NPDES) Permit Application Package | 5 |
| ▪ Design/Right-Of-Way Surveys | |
| ○ Map and Plat Copies | 2 |
| ○ Certified Right-of-Way Control Survey Drawings | 2 |
| ○ Aerial Photograph Original Negatives | 1 |
| ○ Rectified Aerial Raster Image (HMR Format) | 1 |
| ○ 24"x36" Aerial Mylars (R/W Format) | 1 |

- Geotechnical
 - Roadway Report - Preliminary 2
 - Roadway Report - Final 2

2.13 Provisions for Work

All maps, plans and designs are to be prepared with English values in accordance with all applicable current COUNTY manuals, memorandums, and guidelines.

| | |
|---------------------------|---|
| General | Florida Statutes Florida Administrative Codes Florida Department of Transportation Project Development and Environmental Manual Florida Department of Transportation Plans Preparation Manual Florida Department of Transportation Standard Specifications for Road and Bridge Construction Florida Department of Transportation Handbook for Preparation of Specifications Package Florida Department of Transportation Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways Bicycle Facilities Planning and Design Manual, Rev. Ed. 1982 CADD Production Criteria Handbook CADD Manual Florida's Level of Service Standards and Guidelines Manual for Planning Equivalent Single Axle Load Guidelines Design Traffic Procedure K-Factor Estimation Process Project Traffic Forecasting Guidelines Florida Department of Transportation Basis of Estimates Manual Quality Assurance Guidelines Safety Standards Rule 61G17-6, F.A.C., Minimum Technical Standards for Professional Surveyors and Mappers Department of Environmental Protection Rules Governing Mean High Water and Jurisdictional Line Surveys Any special instructions from the DEPARTMENT Utility Accommodations Guidelines Policy for Geometric Design of Highways and Streets |
| Permits | Chapter 373, F.S. Bridge Permit Application Guide, COMDT PUB P16591.3B |
| Drainage | Drainage Manual Drainage Handbooks <ul style="list-style-type: none"> ▪ Storm Drain ▪ Optional Pipe Materials ▪ Stormwater Management Facility ▪ Cross Drain ▪ Erosion and Sediment Control ▪ Hydrology |
| Survey | Location Survey Manual Highway Field Survey Specifications Automated Survey Data Gathering Outline Specifications for Aerial Surveys and Photogrammetry for Transportation Projects Standards for Consultant-Submitted G.P.S. Static Control Projects EFB User Guide Chapter 472, F.S. Chapter 177, F.S. FDEP Bureau of Surveying and Mapping |
| Traffic Operation Manuals | American Disabilities Act |

| | |
|--|---|
| Traffic Operation Manuals (continued) | ASSHTO - Guide for Development of Bicycle Facilities Federal Highway Administration Standard Highway Signs Manual Florida Department of Transportation Traffic Engineering Manual Florida Department of Transportation Manual on Uniform Traffic Studies (MUTS) National Electrical Code National Electric Safety Code Minimum Specifications for Traffic Control Signal Devices Florida Department of Transportation - Florida Roundabout Guide FHWA - Roundabouts: An Informational Guide Florida Department of Transportation Median Handbook AASHTO - An Information Guide for Highway Lighting |
| Mapping | Right-of-Way Mapping Florida Department of Transportation Right-of-Way Handbook Florida Department of Transportation Right-of-Way Manual |
| Geotechnical | Soils and Foundation Handbook Manual of Florida Sampling and Testing Methods |
| Landscape Architecture | Florida Highway Landscape Guide |

2.14 Services to be Performed by the COUNTY and or FDOT

The COUNTY will provide those services and materials as set forth below:

- Provide pre-numbered survey books in which to record field data.
- Furnish standard COUNTY monuments for the bench line.
- Regarding Environmental Permitting Services:
 - Approve all contacts with environmental agencies.
 - Provide general philosophies and guidelines of the COUNTY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations and time constraints will be completely defined by the Project Manager.
 - FDOT will provide the appropriate signatures on application forms.
- Provide the appropriate letters of authorization designating the CONSULTANT as an agent of the COUNTY
- Provide phase reviews of roadway plans
- Furnish an approved Environmental Document when available
- All future information that may come to the COUNTY during the term of the CONSULTANT's Agreement and which in the opinion of the COUNTY is necessary to the prosecution of the work
- Furnish available traffic and planning data
- Furnish all approved utility relocations
Provide project utility certification to the DEPARTMENT's District Utility Office
- Project data currently on file
- Engineering standards and review services
- All available information in the possession of the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that may come to the COUNTY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way
- Systems traffic for Projected Design Year, with K, D, and T factors
- Existing right-of-way maps
- Project Development and Environmental Documents

3 PROJECT GENERAL TASKS

3.1 Public Involvement

Public involvement is an important aspect of the project development process. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The City of Oviedo (the CITY) shall assume a lead role in the Public Involvement portions of the design effort. The CITY shall hold four (4) stakeholder meetings, one (1) public meeting including a formal presentation and issue three (3) project newsletters. The CONSULTANT is responsible for preparation of exhibits and handouts and participates in the public meetings. In addition, the CONSULTANT shall be prepared to work with a local public advisory group during the design of the project. The CITY is responsible for developing and maintaining a current mailing list and for facilitating all meetings. The public meeting can not be held at any K-12 school facilities.

3.2 Joint Project Agreements

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

3.3 Contract Maintenance

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

3.4 Prime Project Manager Meetings

Includes Prime CONSULTANT Project Manager staff hours for phase review, progress review, all technical meetings, and other coordination activities, including any travel time. Meetings required for each Activity are included in the meetings section for that specific Activity.

PROJECT COMMON TASKS

These tasks are applicable to most activities of the project included in this Scope of Work as identified in Sections 4 through 31.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate if any scope changes occur and/or at milestone of the project. This estimate will be used to compare with the DEPARTMENT's Long Range Estimate (L.R.E.) for conformity and accuracy of the estimate. Changes to the L.R.E. inputs will be performed by the DEPARTMENT. A Summary of Pay Items sheet shall be prepared with the Phase II, III, and IV Plans.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and recurring special provisions. The recurring special provisions and supplemental specifications are accessible on the DEPARTMENT's mainframe computer. Standard Specifications, recurring special provisions and supplemental specifications should not be modified unless absolutely necessary to control project specific requirements. The first nine sections of the standard specifications, recurring special provisions and supplemental specifications shall not be modified without written approval of the State Specifications Engineer. All modifications to other sections must be justified to the appropriate District Specifications Office to be included in the project's specifications package as Technical Special Provisions.

The Technical Special Provisions shall be technical in nature and shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. These provisions shall be submitted on 8-1/2"x11" sheets and shall not have holes punched or be bound in any way that would create a problem for high volume reproduction.

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

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

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

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

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

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project. The Quality Control Plan shall include pre-60% and pre-90% plan submittal meetings at the CONSULTANT's office to ensure that the CONSULTANT is prepared for the submittal and that the QA/QC process is underway. The CONSULTANT shall submit a Quality Control Plan for approval within 20 (twenty) calendar days of the written Notice to Proceed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc) and a written resolution of comments on a point by point basis will be required with each phase submittal. The responsible Professional Engineer, Landscape Architect or Professional Surveyor that performed the Quality Control review will sign a statement certifying that the review was conducted.

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

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

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

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

4 ROADWAY ANALYSIS

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

4.1a Preliminary Engineering Review

The CONSULTANT shall review and analyze the design concept presented in the PD&E Study and prepare a technical report identifying cost effective solutions and providing recommended alternatives before proceeding with final design. The COUNTY with DEPARTMENT concurrence will determine the preferred design alternative.

4.1b Noise Analysis

The CONSULTANT shall prepare a noise impact study for the proposed improvements according to Chapter 17 of the FDOT PD&E Manual and using the latest version of the Traffic Noise Model software (TNM 1.1). As required in the PD&E Reevaluation, a noise study will be performed for the seven single family homes located south of SR 434 between Robert Street and Roxboro Road. The study will determine the cost and feasibility of providing noise abatement measures at these homes. If a noise wall or other noise abatement measures are recommended, the fees for providing the design services will be negotiated as a Supplemental Agreement to this contract.

4.1 Typical Section Package

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

4.2 Pavement Design Package

The CONSULTANT shall provide an approved Pavement Design Package prior to the Phase II Plans submittal date.

4.3 Access Management

Memo to County detailing changes to approved access management plan.

4.4 Horizontal/Vertical Master Design Files

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

4.5 Cross Section Design Files

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

4.6 Traffic Control Analysis

The CONSULTANT will prepare a Traffic Control Data Sheet (T.C.D.S.) for inclusion as part of the Roadway Plans. The intent of the T.C.D.S., as prepared by the CONSULTANT, is to provide adequate minimum requirements and direction to the construction contractor regarding specific project and construction plan conditions, and to enable the contractor to prepare a detailed maintenance of traffic plan for approval by the COUNTY prior to construction beginning.

The T.C.D.S. will explain the following:

- Recommended phasing intent
- Special construction techniques, methodologies, materials or sequencing of events
- Unusual or extraordinary typical section applications
- Unique traffic conditions or access requirements
- Other conditions known to the CONSULTANT that would positively or negatively affect the preparation of the detailed maintenance of traffic plan by the roadway contractor.

The T.C.D.S. will include as a minimum, the following:

- General Notes
- Graphical and written phasing typical sections
- Graphical and written description of requirements at intersections and major driveways within the project limits
- An erosion sediment control plan approved by SJRWMD for use throughout the different construction phases of the project. This document is also to be used in conjunction with the MOT plans.

4.7 Design Report

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

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

The design notes, data, and computations shall be recorded on size 8-1/2"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8-1/2"x11" size. The data shall be in a hardback folder for submittal to the COUNTY.

4.8 Computation Book and Quantities

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

4.9 Cost Estimate

4.10 Field Reviews

4.11 Technical Meetings

4.12 Quality Assurance/Quality Control

4.13 Supervision

4.14 Coordination

5 ROADWAY PLANS

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

- 5.1 Key Sheet**
- 5.2 Summary of Pay Items Including Quantity Input**
- 5.3 Drainage Map**
- 5.4 Typical Section Sheets**
- 5.5 General Notes/Pay Item Notes**
- 5.6 Summary of Quantities**
- 5.7 Bridge Hydraulics Recommendation Sheets (N/A)**
- 5.8 Summary of Drainage Structures**
- 5.9 Project Layout**
- 5.10 Plan/Profile Sheet**
- 5.11 Special Profile**
- 5.12 Back of Sidewalk Profile Sheet**
- 5.13 Ramp Terminal Details (Plan View) (N/A)**
- 5.14 Intersection Layout Details**
- 5.15 Miscellaneous Detail Sheets**
- 5.16 Drainage Structure Sheet**
- 5.17 Miscellaneous Drainage Detail Sheets**
- 5.18 Retention/Detention Ponds Detail Sheet**
- 5.19 Retention Pond Cross Sections**
- 5.20 Roadway Soil Survey Sheet**
- 5.21 Cross Sections**
- 5.22 Traffic Control Data Sheet**
- 5.23 Utility Adjustment Sheets**
- 5.24 Erosion Control Plan**
- 5.25 SWPPP**
- 5.26 Project Control Network Sheet**
- 5.27 Utility Verification Sheet (SUE Data)**
- 5.28 Quality Assurance/Quality Control**

5.29 Supervision

6 DRAINAGE ANALYSIS

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

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

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

6.1 Determine Base Clearance Water Elevation

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

6.2 Pond Siting Analysis and Report

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

6.3 Design of Outfalls

Analyze and document the design of ditch or piped outfalls.

6.4 Design of Stormwater Management Facility (Offsite Pond)

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

6.5 Design of Storm Drains

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

6.6 Optional Culvert Material

Determine acceptable options for pipe materials.

6.7 French Drain Design

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

6.8 Drainage Design Documentation Report

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

6.9 Bridge Hydraulic Report (N/A)

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

6.10 Cost Estimate

6.11 Technical Special Provisions

6.12 Field Reviews

6.13 Technical Meetings

6.14 Quality Assurance/Quality Control

6.15 Supervision

6.16 Coordination

7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring no conflicts exist between utility facilities and the COUNTY's construction project.

7.1 Identify Existing UAO(s)

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

7.2 Make Utility Contacts

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

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

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

7.3 Preliminary Utility Meeting

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

7.4 Individual/Field Meetings

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

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

Ensure information (utility type, material and size) is sent to the designer for inclusion in the plans.

7.6 Utility Design Meeting

At a minimum of three weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans to each UAO having facilities located within the project limits, and one set to the COUNTY Offices as required by the District. The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss drainage, traffic signalization, maintenance of traffic (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable interest requests, discuss the utility work by highway contractor option with each utility, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and maintenance of traffic with each UAO. The intent of this meeting shall be to identify and resolve conflicts between utilities and proposed construction prior to completion of the plans, including utility adjustment details. Also recommend resolution between known utility conflicts with proposed construction plans as practical. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees.

7.7 Review Utility Markups

Review utility marked up plans individually as they are received for content and coordinate review with the designer.

7.8 Utility Coordination/Follow-up

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

7.9 Utility Constructability Review

Review utility schedules against construction contract time, and phasing for compatibility. Coordinate with construction office.

8 ENVIRONMENTAL PERMITS

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

8.1 Preliminary Project Research

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

8.2 Complete Permit Involvement Form

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

8.3 Establish Wetland Jurisdictional Lines

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

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

- Determine landward extent of state waters as defined in Chapter 62-340 FAC as ratified in Section 373.4211 FS
- Determine the jurisdictional boundaries of wetlands and surface waters as defined by rules or regulations of any other permitting authority that is processing a COUNTY permit application.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and surface waters. Aerial maps shall be reproducible, of a scale no greater than 1"=200' and be recent photography. The maps shall show the jurisdictional limits of each agency. Xerox copies of aerials are not acceptable. All jurisdictional boundaries are to be tied to the project's baseline of survey. When necessary, jurisdictional maps shall be signed and sealed by either a Registered Professional Engineer or a Registered Land Surveyor.
- Acquire written verification of jurisdictional lines from the appropriate environmental agencies.
- Prepare a written assessment of the current condition and relative value of the function being performed by wetlands and surface waters. Prepare data in tabular form which includes ID number for each wetland impacted, size of wetland to be impacted, type of impact and identify any wetland within the project limits that will not be impacted by the project.

8.4 Agency Verification of Wetland Data

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

8.5 Complete and Submit All Required Permit Applications

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

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

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

8.6 Prepare Dredge and Fill Sketches

8.7 Prepare USCG Permit Sketches (N/A)

8.8 Prepare Easement Sketches

8.9 Prepare Right-of-Way Occupancy Sketches

8.10 Prepare Coastal Construction Control Line (CCCL) Permit Sketches (N/A)

8.11 Prepare Tree Permit Information (N/A)

8.12 Mitigation Coordination and Meetings

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

8.13 Mitigation Design

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

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

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

- Payment to DEP/WMD per acre of wetlands impacted as defined in CH 373.4137 FS
- Monetary participation in offsite regional mitigation plans
- Monetary participation in a private mitigation bank
- Creation/restoration on public lands
- Creation/restoration on right-of-way purchased by the COUNTY
- Creation/restoration on existing COUNTY right-of-way

In the event that physical creation or restoration is the only feasible alternative to offset wetland impacts, the CONSULTANT shall collect all of the data and information necessary to prepare alternative mitigation plans that be acceptable to all permitting agencies and commenting agencies who are processing or reviewing a permit application for a COUNTY project. The fee to develop alternative mitigation plans and then prepare the final mitigation design and construction documents will be negotiated as a Supplemental Agreement based on the unit rates and labor rates established in the contract.

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

- Preliminary jurisdictional determination for each proposed site
- Selection of alternative sites
- Coordination of alternative sites with the COUNTY/all environmental agencies
- Written narrative listing potential sites with justifications for both non-recommended

8.14 Environmental Clearances

The CONSULTANT shall prepare clearances for all pond and/or mitigation sites identified after the PD&E was completed. If required, fees for these services will be negotiated as a Supplemental Agreement to the contract.

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

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

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

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

8.15 Technical Meetings

8.16 Quality Assurance/Quality Control

8.17 Supervision

8.18 Coordination

9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS (N/A)

10 STRUCTURES - BRIDGE CONCEPT REPORT (N/A)

11 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE (N/A)

12 STRUCTURES - MISCELLANEOUS

MAST ARMS

12.1 Mast Arms

Mast arms and foundations to be designed per Seminole County Standard Mast Arm Drawings

13 SIGNING AND PAVEMENT MARKING ANALYSIS

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

13.1 Reference and Master Design File

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

13.2 Multi-Post Sign Support Calculations

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

13.3 Sign Panel Design Analysis

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

13.4 Quantities

13.5 Computation Book

13.6 Cost Estimates

13.7 Technical Special Provisions

13.8 Field Reviews

13.9 Technical Meetings

13.10 Quality Assurance/Quality Control

13.11 Supervision

13.12 Coordination

14 SIGNING AND PAVEMENT MARKING PLANS

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

14.1 Key Sheet

14.2 Tabulation of Quantities

14.3 General Notes/Pay Item Notes

14.4 Plan Sheet

14.5 Typical Details

14.6 Guide Sign Work Sheet(s)

14.7 Interim Standards

14.8 Quality Assurance/Quality Control

14.9 Supervision

Overhead Sign Structure Sheet and Soil Boring Sheet are prepared in other activities of this scope.

15 SIGNALIZATION ANALYSIS

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

15.1 Traffic Data Collection

The CONSULTANT shall perform all effort required for traffic data collection, including traffic counts for mainline and turning movement counts at Raymond Ave, Tollgate Trail, Palm Springs Drive, Rangeline Road intersections along with turning movement counts at the proposed median openings.

15.2 Traffic Data Analysis

The CONSULTANT shall conduct a Design Traffic Study to include traffic projections, intersection lane geometry, and queue length calculations, and to determine signal operation plan and local signal timings. A *Design Traffic Technical Memorandum* will be prepared to describe the traffic data collection, modeling and analysis. A traffic simulation analysis using CORSIM will be developed to optimize the storage lengths, signal timings and corridor Level of Service.

15.3 Reference and Master Signalization Design File

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

15.4 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs.

15.5 Pole Elevation Analysis

15.6 Quantities

15.7 Cost Estimate

15.8 Technical Special Provisions

15.9 Field Reviews

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

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

- Controller Timing Data

15.10 Technical Meetings

15.11 Quality Assurance/Quality Control

15.12 Supervision

15.13 Coordination

16 SIGNALIZATION PLANS

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

16.1 Key Sheet

16.2 Tabulation of Quantities

16.3 General Notes/Pay Item Notes

16.4 Plan Sheet

16.5 Interconnect Plans

16.6 Traffic Monitoring Site

16.7 Guide Sign Worksheet

16.8 Special Details

16.9 Special Service Point Details

16.10 Mast Arm Tabulation Sheet

16.11 Quality Assurance/Quality Control

16.12 Supervision

Signal Structure Sheet and Soil Boring Sheet are prepared in other activities of this scope.

17 LANDSCAPE ARCHITECTURE ANALYSIS

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

17.1 Data Collection

All research required to collect data necessary to complete the initial design analysis. This includes identifying local ordinances and collection of other project data.

17.2 Site Inventory and Analysis

This includes identification of opportunities and constraints for the proposed project based on existing site conditions. Summary of analysis, if required, is included in conceptual design.

17.3 Planting Design

Conceptual Design: Includes delineation of all proposed planting types, scheme development and preliminary costs, and areas and reports. The design shall be submitted with the Phase I plans.

Final Design: Includes identifying the species/type, size, location, spacing, and quality of all plants.

17.4 Computation Book and Quantities

17.5 Cost Estimates

17.6 Technical Special Provisions

17.7 Field Reviews

17.8 Technical Meetings

17.9 Quality Assurance/Quality Control

17.10 Supervision

17.11 Coordination

18 LANDSCAPE ARCHITECTURE PLANS

The CONSULTANT shall prepare a set of Landscape Plans which includes the following:

18.1 Key Sheet

18.2 Tabulation of Quantities

18.3 General Notes

18.4 Tree and Vegetation Inventory, Protection and Relocation Plans

18.5 Planting Plans for Linear Roadway Projects

18.6 Planting Details and Notes

18.7 Cost Estimate

18.8 Quality Assurance/Quality Control

18.9 Supervision

TECHNICAL MAINTENANCE PLAN

Written or graphic guide for care of the plantings after the warranty period. Maintenance details and specifications shall recommend: a mowing schedule and maintained grass height; fertilization schedules, formulas, rates and methods of application; weeding schedule and method chemical, mechanical, or manual; edging schedule; herbicide schedules formulas, rates, methods of application, precautions; pruning schedule and methods to maintain health and clear sight requirements; mulching materials, thickness and replacement frequency; and litter pick-up. This Maintenance Plan will be developed in coordination with the local government entity who assumes the maintenance obligation."

19 SURVEY

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

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

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

19.1 Horizontal Project Network Control (HPNC)

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

19.2 Vertical Project Network Control (VPNC)

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

19.3 Alignment and/or Existing Right of Way Lines

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

19.4 Aerial Targets (N/A)

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

19.5 Reference Points

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

19.6 Topography (2D)

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

19.7 Digital Terrain Model (DTM)

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

19.8 Roadway Cross Sections/Profiles

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

19.9 Side Street Surveys

Refer to tasks of this document as applicable.

19.10 Underground Utilities

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

19.11 Outfall Survey

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

19.12 Drainage Survey

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

19.13 Bridge Survey (N/A)

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

19.14 Channel Survey (N/A)

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

19.15 Pond Site Survey

Refer to tasks of this document as applicable.

19.16 Mitigation Survey

Refer to tasks of this document as applicable. If needed, the mitigation site survey will be negotiated as a Supplemental Agreement.

19.17 Jurisdiction Line Survey

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

19.18 Geotechnical Support

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

19.19 Sectional/Grant Survey

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

19.20 Subdivision Location

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

19.21 Maintained R/W (N/A)

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

19.22 Boundary Survey

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

19.23 Water Boundary Survey

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

19.24 Right of Way Staking (N/A)

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

19.25 Right of Way Monumentation

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

19.26 Line Cutting

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

19.27 Work Zone Safety

Provide work zone as required by COUNTY standards.

19.28 Miscellaneous Surveys

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

19.29 Supplemental Surveys (N/A)

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

19.30 Document Research

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

19.31 Field Review

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

19.32 Technical Meetings

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

19.33 Quality Control/Quality Assurance

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

19.34 Supervision

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

19.35 Coordination

20 RIGHT OF WAY MAPPING

20.1 Alignment

This includes final alignment survey map of the mainline SR 426/CR 419 and major side streets.

20.2 Section and 1/4 Section Lines

This includes mapping of section line on key map and detail sheets.

20.3 Subdivisions

This includes field reconnaissance tasks, field retracement tasks, field traverse tasks computations for subdivision blocks adjoining the project corridor.

20.4 Existing Right-of way

Includes mapping for existing mainline and side streets Rights-of-Way .

20.5 Topography

Import graphics into master CAD file. Adjust and modify as needed for clear graphic representation.

20.6 Parent Tract Properties / Existing Easements

Map parent tracts for acquisition parcels and plot all easements revealed in the title search.

20.7 Proposed R/W Requirements

Map and dimension all proposed R/W Acquisition Parcels and Remainders.

20.8 Limits of Construction

Import into master CAD file, resolve problem areas with designer and edit as needed for clear graphic representation.

20.9 Jurisdictional/Agency Lines

This project lies within both the City of Oviedo.

20.10 Control Survey Cover Sheet

Prepare a cover sheet in Department approved format.

20.11 Control Survey Key Sheet

20.12 Control Survey Detail Sheet

Prepare five (5) detail sheets at 1"=40'.

20.13 Right-of-Way Map Cover Sheet

Prepare a cover sheet in Department approved format.

20.14 Right-of-Way Map Key Sheet

Copy and modify the Control Survey key sheet.

20.15 Right-of-Way Map Detail Sheet

Copy and modify the five (5) Control Survey detail sheets at 1"=40'. Two (2) additional sheets will be reserved for WRA sites if needed.

20.16 Reference Point Sheet**20.17 Table of Ownerships Sheet****20.18 TIITF Sketches****20.19 Title Search Map**

Prepare map showing all required parcels necessary to be title searched. This map will use Seminole County Tax Assessors Maps as its base.

20.20 Title Search Report**20.21 Legal Descriptions**

This includes the preparation of Descriptions as required for Parcel or Easement Acquisition.

20.22 Final maps / Plans Comparison

Review construction plans to insure acquisition limits are consistent between them and the R/W Maps.

20.23 Field Reviews

Field inspect Topography prior to final R/W mapping submittal to insure that no additional improvements have been constructed and that all pertinent items shown on the master topography file have been illustrated thereon.

20.24 Technical Meetings

Includes meetings with Consultant, County and Department staff members to review or discuss project needs.

20.25 Quality Assurance / Quality Control

Includes QA / QC reviews of maps prior to stage submittals.

20.26 Supervision

Includes office staff supervision throughout the project mapping phases.

20.27 Coordination

Includes coordination with the Consultant, County and the Department.

21 GEOTECHNICAL

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

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

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

21.1 Document Collection and Review

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

ROADWAY

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

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

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

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

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

21.2 Detailed Boring Location Plan

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

21.3 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

21.4 MOT Plans for Field Investigation

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

21.5 Drilling Access Permits

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

21.6 Property Clearances

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

21.7 Groundwater Monitoring

Monitor groundwater, using piezometers.

21.8 LBR Sampling

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

21.9 Coordination of Field Work

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

21.10 Soil and Rock Classification - Roadway

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

21.11 Design LBR

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

21.12 Laboratory Data

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

21.13 Seasonal High Water Table

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

21.14 Parameters for Water Retention Areas

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

21.15 Limits of Unsuitable Material

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

Assist the Engineer of Record in determining the limits of required subsoil excavation.

21.16 ASCII Files for Cross-Sections

Create ASCII files of boring data for cross-sections.

21.17 Embankment Settlement and Stability

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

21.18 Stormwater Volume Recovery and/or Background Seepage Analysis

Perform stormwater volume recovery analysis as directed by the COUNTY.

21.19 Geotechnical Recommendations

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

21.20 Preliminary Report

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

- Copies of U.S.G.S. and S.C.S. maps with project limits shown
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505
- Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The CONSULTANT will respond in writing to any changes and/or comments from the COUNTY and submit any responses and revised reports.

21.21 Final Report

The Final Roadway Report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Indices 500 and 505
- Results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The CONSULTANT will respond in writing to any changes and/or comments from the COUNTY and submit any responses and revised reports.

21.22 Auger Boring Drafting

Draft auger borings as directed by the COUNTY.

21.23 SPT Boring Drafting

Draft SPT borings as directed by the COUNTY.

STRUCTURES

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

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

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

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

21.24 Detailed Boring Location Plan

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

21.25 Stake Borings/Utility Clearance

Stake borings and obtain utility clearance.

21.26 MOT Plans for Field Investigation

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

21.27 Drilling Access Permits

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

21.28 Property Clearances

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

21.29 Collection of Corrosion Samples

Collect corrosion samples for determination of environmental classifications.

21.30 Coordination of Field Work

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

21.31 Soil and Rock Classification - Structures

Soil profiles recorded in the field should be refined based on the results of laboratory testing.

21.32 Tabulation of Laboratory Data

Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

21.33 Design Groundwater Level for Structures

Review encountered ground water levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

21.34 Selection of Foundation Alternatives (BDR) (N/A)

Evaluation and selection of foundation alternative, including the following:

- Spread footings
- Prestressed concrete piling - various sizes
- Steel H- piles
- Steel pipe piles
- Drilled shafts

Foundation analyses shall be performed using approved Florida Department of Transportation methods. Assist in selection of the most economical, feasible, foundation alternative.

21.35 Detailed Analysis of Selected Foundation Alternate(s)

Detailed analysis and basis for the selected foundation alternative. Foundation analyses shall be performed using approved Florida Department of Transportation methods and shall include:

- For pile and drilled shaft foundations, provide graphs of ultimate axial soil resistance versus tip elevations. Calculate scour resistance and/or downdrag (negative skin friction), if applicable.
- CONSULTANT shall assist the Engineer of Record in preparing the Pile Data Table (including test pile lengths, scour resistance, downdrag, minimum tip elevation, etc.)
- Provide the design soil profile(s), which include the soil model/type of each layer and all soil-engineering properties required for the Engineer of Record to run the FBPIER computer program. Review lateral analysis of selected foundation for geotechnical compatibility.
- Shallow foundation bearing capacity (including soil bearing capacity, minimum footing width, and minimum embedment depth).
- Estimated maximum driving resistance anticipated for pile foundations.
- Provide settlement analysis.

21.36 Bridge Construction and Testing Recommendations (N/A)

Provide construction and testing recommendations including potential constructability problems.

21.37 Lateral Load Analysis (Optional)

Perform lateral load analyses as directed by the COUNTY.

21.38 Walls

Provide the design soil profile(s), which include the soil model/type of each layer and all soil engineering properties required by the Engineer of Record for conventional wall analyses and recommendations. Review wall design for geotechnical compatibility and constructability.

Evaluate the external stability of conventional retaining walls and retained earth wall systems. For retained earth wall systems, calculate and provide minimum soil reinforcement lengths versus wall

heights, and soil parameters assumed in analysis. Estimate differential and total (long term and short term) settlements.

Provide wall construction recommendations.

21.39 Sheet Pile Wall Analysis (Optional)

Analyze sheet pile walls as directed by the COUNTY.

21.40 Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations

Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

21.41 Box Culvert Analysis

- Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
- Provide lateral earth pressure coefficients.
- Provide box culvert construction and design recommendations.
- Estimate differential and total (long term and short term) settlements.
- Evaluate wingwall stability.

21.42 Preliminary Report – BDR (N/A)

The preliminary structures report shall contain the following discussions as appropriate for the assigned project:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts,, a complete FHWA check list, pile driving records (if available) and any other pertinent information.

21.43 Final Report - Bridge and Associated Walls (N/A)

The final structures report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing

capacity curves versus elevation for piles and drilled shafts,, a complete FHWA check list, pile driving records (if available) and any other pertinent information.

21.44 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, SCS, USGS, geologic and potentiometric data.
- The results of all tasks discussed in the previous section (Data Interpretation and Analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts,, a complete FHWA check list, pile driving records (if available) and any other pertinent information.

Final reports will incorporate comments from the COUNTY and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the District Geotechnical Engineer for review prior to project completion. After review by the District Geotechnical Engineer, the reports will be submitted to the District Geotechnical Engineer in final form and will include the following:

- All original plan sheets (11" x 17")
- One set of all plan and specification documents, in electronic format, according to COUNTY requirements
- Two sets of record prints
- Six sets of any special provisions
- All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested for the COUNTY's Project Manager and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer registered in the State of Florida.

- Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

21.45 Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the COUNTY. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

21.46 Technical Special Provisions

21.47 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

21.48 Technical Meetings

21.49 Quality Assurance/Quality Control

21.50 Supervision

21.51 Coordination

21.52 Optional Preliminary Contamination Assessment

When required, all work shall be performed in accordance with current Florida Department of Environmental Regulation (DER) and Federal OSHA and EPA standards. If required, fees for the Preliminary Contamination Assessment will be negotiated as a Supplemental Agreement to the contract. The following work shall be included, but not limited to:

- A minimum of four borings will be required per site.
- Soil gas analysis will be required by use of a flame ionization detector; e.g. Organic Vapor Analyzer (OVA).
- Installation of monitoring wells may be required.
- Water sampling and laboratory analysis may be required. The State of Florida Department of Health shall certify the laboratory performing the analysis.
- Four copies of the draft PCA report will be required for review and comment by the COUNTY. After comments have been addressed, six signed and sealed copies of the final PCA report shall be submitted to the COUNTY. Copies of all documents will be additionally transmitted to the COUNTY in electronic format in accordance with the COUNTY's current standards.

22 RIGHT OF WAY ASSESSMENT

22.1 Coordination

Initial meeting with Engineer and other Consultants and Subsequent Team Meetings

22.2 Initial Inspection

Initial inspection of Road Project and Area Improvements

22.3 Alternative Analysis

Review proposed Right of Way alternatives

22.4 Identify Compensable Impacts

22.5 Appraisals

Prepare abbreviated Appraisals on parcels (Assumed 25 parcels) affected by each alternative

22.6 Identify cost efficient compensable impacts

Coordinate with the engineer to identify cost efficient compensable impacts on affected parcels related to each alternative.

22.7 Values and Damages Report

Report to client with probable right of way values and damages on each alternative, as requested

22.8 Reports on Assessment Alternatives

Provide reports on Assessment Alternatives, appraisal findings including real estate damage estimates and costs to cure, as well as business damages where applicable

23 PROJECT REQUIREMENTS

23.1 Liaison Office

The COUNTY and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the COUNTY Project Manager.

23.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by COUNTY.

23.3 Progress Reporting

The CONSULTANT shall meet with the COUNTY as required and shall provide a written progress and schedule status reports that describe the work performed on each task. Progress and schedule status reports shall be delivered to the COUNTY concurrently with the monthly invoice. In addition, a bi-weekly progress report should be submitted to the COUNTY as an email attachment. Quarterly one-on-one evaluation meetings will be scheduled between the COUNTY Project Manager and CONSULTANT Project Manager to discuss the performance of the CONSULTANT for the project. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

23.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to the COUNTY for their records within one (1) week of the receipt or mailing of said correspondence.

23.5 Professional Endorsement

The CONSULTANT shall have a Registered Professional Engineer in the State of Florida sign and seal all reports, documents, and plans as required by COUNTY standards.

23.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the DEPARTMENT's CADD Manual. The CONSULTANT will submit final documents and files as described therein.

23.7 Coordination With Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

23.8 Optional Services

At the COUNTY's option, the CONSULTANT may be requested to provide post design services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). A supplemental agreement adding the additional services shall be executed in accordance with paragraph 2.00 of the Standard Consultant Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Bridge Load Rating(s) update, or other Post Design Services as required.

24 INVOICING LIMITS

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

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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services - PS-5165-04/AJR - Work Order #72, Master Agreement for Continuing Professional Services with HDR Engineering, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Bill Johnson

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Work Order #72 to PS-5165-04/AJR – Master Agreement for Continuing Professional Services in the amount of \$128,431.70 to HDR Engineering, Inc., of Orlando to provide professional design services for the investigation, design and preparation of plans for drainage improvements at the intersection of Bear Gully Road and Howell Branch Road.

County-wide

Ray Hooper

BACKGROUND:

PS-5165-04/AJR provides various professional services for the Seminole County Public Works Department. Under the Consultant Competitive Negotiation Act (CCNA), work orders are limited by construction costs of \$1,000,000.

Work Order #72 will provide professional design services for the investigation, design and preparation of plans for drainage improvements at the intersection of Bear Gully Road and Howell Branch Road.

This is a budgeted project, and funds are available in account lines for Stormwater, Construction and Design, Bear Gully Drainage (077641.560680, Subledger #00242301).

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute Work Order #72 to PS-5165-04/AJR – Master Agreement for Continuing Professional Services in the amount of \$128,431.70 to HDR Engineering, Inc., of Orlando to provide professional design services for the investigation, design and preparation of plans for drainage improvements at the intersection of Bear Gully Road and Howell Branch Road.

ATTACHMENTS:

1. PS-5165-04 - Work Order 72 to HDR Engineering

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: 72

Master Agreement No.: PS-5165-04/AJR Dated: November 9, 2004
Contract Title: Engineering Services for Minor Roadway and MSBU Design
Project Title: Bear Gully Drainage Project

Consultant: HDR Engineering, Inc.
Address: 315 E. Robinson Street, Suite 400
Orlando, Florida 32801

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☒ scope of services
☐ special conditions
☐

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☒ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed one (1) year after completion of construction. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: One Hundred Twenty-Eight Thousand Four Hundred Thirty-One and 70/100 Dollars (\$128,431.70)

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)

HDR Engineering, Inc.

ATTEST:

_____, Secretary

(CORPORATE SEAL)

By: _____, President

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

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

By: _____
Carlton D. Henley, Chairman

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

ON 18121

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 payment 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. 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.
 - (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.

Scope of Services for Bear Gully Road-Howell Branch Road Drainage Project

Professional Services Contract PS-5165 -04/AJR

The purpose of this letter is to describe the scope of work and responsibilities required for the Engineering Services and preparation of Construction Drawings and Documents for the Bear Gully Road – Howell Branch Road Drainage Project.

Project Description

The proposed work includes engineering design services for the investigation, design, the development of drainage improvements, permitting, and preparation of construction drawings for Bear Gully Road - Howell Branch Road Intersection.

Phase 1 – Data Collection

Task 1.1: Survey

Obtain the necessary vertical and horizontal survey for the evaluation, design and preparation of plans for the drainage improvements at the intersection of Bear Gully Road and Howell Branch Road. The Surveying Scope of Services is included as **Attachment A**.

Task 1.2: Geotechnical Data

Conduct a sub-surface soil investigation as necessary for the project design. The geotechnical engineering scope of services is included as **Attachment B**.

Task 1.3: Data Collection, Site Visit & Meeting

Collect and review available geotechnical data, hydraulic data, GIS data, correspondence, reports, existing permits, and topographic and survey data. Data sources, information and reports will be reviewed to evaluate the technical merit and adequacy of the information relative to supporting future conclusions, recommendations, and decisions. HDR will coordinate with the survey and geotechnical subconsultants to obtain the information they gather relevant to the project.

Two (2) site visits will be conducted to review pertinent site characteristics and to review the data collected and provided. One (1) meeting will be conducted with the Client to discuss engineering issues and engineering services performed on the project site to date. The Consultant will prepare meeting minutes highlighting agenda items discussed, action items, as well as decisions reached at the meetings.

Phase 2 – Engineering Analysis of Bear Gully Road and Howell Branch Road Intersection

Task 2.1: Engineering Analysis

The consultant will delineate drainage basins and patterns, identify hydraulic parameters and create hydraulic models of the existing conditions using ICPR for the mean annual, 10 year, and 25 year- 24 hour storms (and 25 Year-96 Hour storm if land locked criteria applies). Preliminary alternatives for the drainage improvements will be evaluated. Models of the proposed conditions will be performed using ICPR for the mean annual, 10 year and 25 year-24 hour storms (and 25 Year-96 Hour if land locked criteria applies). Water quality and recovery/drawdown calculations will be performed in accordance with SJRWMD criteria.

A report that includes the data collection efforts, existing and proposed model results and preliminary design alternative concept will be prepared and submitted to the County. The consultant will schedule and attend two (2) meetings with County staff to discuss modeling results and preliminary concepts. HDR will prepare meeting minutes highlighting agenda items discussed, designated action items, as well as decisions reached at the meetings.

Task 2.2: Preliminary Design

The consultant will prepare a preliminary design of the preferred alternative upon approval from the Client. The preliminary design included in this task will be at a 30% level in preparation of meetings with SJRWMD. Easement and property acquisition required for construction of the preferred alternative will be evaluated at this time. Preliminary plan sheets will be prepared for this effort.

Task 2.3: SJRWMD Agency Permitting & Meetings

The Consultant will prepare for, schedule and attend one (1) preliminary application meeting with SJRWMD staff to determine and verify applicable permitting requirements for the project upon completion of the preliminary concept plan. HDR will prepare meeting minutes highlighting agenda items discussed, designated action items, as well as decisions reached at the meeting.

Phase 3 – Design and Prepare Construction Documents and Permits

The Consultant will prepare Preliminary Estimate of Probable Costs for each phase submittal utilizing the Seminole County Public Works Miscellaneous Construction Contract Pay Items. The Consultant will prepare the necessary bid documents including any necessary special specifications and provisions to be provided to the project Contractor.

Task 3.1: Design and Construction Document Preparation

The Consultant will prepare engineering design drawings for 60% and 100% Engineering Plan submittals. Project plans will be prepared in accordance with Seminole County criteria and design standards. The plans will be prepared on available topographic information provided electronically by Seminole County and obtained by the surveyor. The sheets will be developed to a horizontal scale of 1" = 40'.

Task 3.2: Permitting

The Consultant will prepare an Environmental Resource Permit (ERP) application and submit to SJRWMD. The Consultant will respond to two (2) Requests for Additional Information (RAI) from SJRWMD regarding the ERP application.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

Services Not Included

Subsurface Utility Explorations (SUE) services are not included in this scope of services and fee estimate.

Surveying and geotechnical engineering services are concentrated around the intersection of Bear Gully Road and Howell Branch Road. Should design alternatives require an outfall that is not located within this intersection, and sufficient data does not exist, additional survey and geotechnical data may be required. These services are not included in this scope of services and fee estimate.

There are no anticipated wetlands impacts for this project at this time. If wetlands and/or environmental impacts are encountered with the preferred alternative, an additional meeting with SJRWMD would be required to discuss the impacts and any required mitigation. Time and services required for the environmental subconsultant, coordination with the subconsultant, attendance at the SJRWMD meeting, and subsequent meeting minutes preparation are not included in this scope of services and fee estimate.

Deliverables

- Three (3) hard copies of Draft Report for Engineering Analysis and a copy of the report in electronic PDF file format
- Three (3) hard copies of Final Report for Engineering Analysis and a copy of the report in electronic PDF file format

60% and 100% Engineering plan submittals will include:

- Three (3) hard copies of the construction plans for each submittal on 11" x 17"
- One (1) hard copy of special specifications
- One (1) plan set in electronic PDF file format

Final Engineering Plans Submittal will include:

- One (1) set of 24" x 36" Final Construction Plans Bound (signed and sealed)
- One (1) set of 24" x 36" Final Construction Plans Unbound
- Three (3) sets of 24" x 36" Final Construction Plans Bound
- One (1) copy of Electronic files for AutoCAD 2005 or later and in .pdf and .dwg format
- One (1) hard copy of special specifications

Project Schedule & Fee

The project schedule will be delivered ten (10) business days following notice to proceed. An estimated fee for the project is attached.

PROFESSIONAL SERVICES BEAR GULLY ROAD-HOWELL BRANCH ROAD DRAINAGE PROJECT

| WORK ACTIVITY | Principal in Charge | | Chief Engineer | | Senior Engineer | | Engineer/Asst | | Senior Admin Assistant | | Total Hours by Activity | Total Activity Fee |
|--|---------------------|--------------------|----------------|---------------------|-----------------|---------------------|---------------|---------------------|------------------------|---------------------|-------------------------|----------------------|
| | Hours | Fee | Hours | Fee | Hours | Fee | Hours | Fee | Hours | Fee | | |
| Phase 1 - Data Collection | | | | | | | | | | | | |
| Task 1.1: Survey | | | | | | | | | | | | |
| See below for Fee | | | | | | | | | | | | |
| Task 1.2: Geotechnical Data | | | | | | | | | | | | |
| See below for Fee | | | | | | | | | | | | |
| Task 1.3: Data Collection, Site Visit & Meeting | | | | | | | | | | | | |
| Data Collection and review | 3 | \$ 1,250.00 | 20 | \$ 2,480.00 | 32 | \$ 2,560.00 | | | | | 60 | \$ 6,320.00 |
| Site visit (2 maximum) | 3 | \$ 1,250.00 | 3 | \$ 820.00 | 3 | \$ 848.00 | | | | | 24 | \$ 2,696.00 |
| Schedule and attend one meeting with County staff to discuss project | 3 | \$ 471.00 | 3 | \$ 372.00 | | | | | | | 6 | \$ 843.00 |
| Prepare minutes from meeting | 3 | \$ 314.00 | 1 | \$ 124.00 | | | | | 1 | \$ 65.00 | 2 | \$ 189.00 |
| Coordination with Sub-Contractors | 3 | \$ 314.00 | 10 | \$ 1,240.00 | | | | | | | 12 | \$ 1,554.00 |
| Total Phase 1 | 0 | \$ - | 21 | \$ 3,287.00 | 42 | \$ 5,200.00 | 40 | \$ 3,240.00 | 1 | \$ 65.00 | 104 | \$ 11,910.00 |
| Phase 2 - Engineering Analysis of Bear Gully Road - Howell Branch Road Intersection | | | | | | | | | | | | |
| Task 2.1: Engineering Analysis | | | | | | | | | | | | |
| Obtain data, identify hydraulic parameters | 8 | \$ 1,250.00 | 24 | \$ 2,976.00 | 40 | \$ 3,240.00 | | | | | 72 | \$ 7,472.00 |
| Create and calibrate existing and proposed CIPR models | 8 | \$ 1,250.00 | 55 | \$ 8,320.00 | 100 | \$ 8,100.00 | | | | | 153 | \$ 18,770.00 |
| Develop drainage improvement concept | 12 | \$ 2,500.00 | 32 | \$ 3,984.00 | 40 | \$ 3,240.00 | | | | | 84 | \$ 9,068.00 |
| QA/QC | | | | | | | | | | | 12 | \$ 2,688.00 |
| Prepare report with model results and preliminary design plan | | | 12 | \$ 1,884.00 | 52 | \$ 3,568.00 | 75 | \$ 8,076.00 | 24 | \$ 2,560.00 | 143 | \$ 13,487.00 |
| Rehearse and attend two (2) meetings with County staff to discuss results | | | 6 | \$ 842.00 | 6 | \$ 744.00 | | | | | 12 | \$ 1,686.00 |
| Prepare minutes from meetings | | | 2 | \$ 248.00 | | | | | 2 | \$ 130.00 | 4 | \$ 378.00 |
| Task 2.2: Preliminary Design | | | | | | | | | | | | |
| Design and plan street preparation for Round Pre-application meeting | 8 | \$ 1,250.00 | 16 | \$ 1,984.00 | 24 | \$ 1,844.00 | | | | | 48 | \$ 6,184.00 |
| Task 2.3: SURVAD Agency Permitting & Meetings | | | | | | | | | | | | |
| Prepare for, schedule and attend one (1) meeting with SURVAD | 3 | \$ 471.00 | 3 | \$ 372.00 | | | | | | | 6 | \$ 843.00 |
| Prepare minutes from meetings | 3 | \$ 314.00 | 1 | \$ 124.00 | | | | | 1 | \$ 65.00 | 2 | \$ 189.00 |
| Total Phase 2 | 12 | \$ 2,500.00 | 57 | \$ 8,940.00 | 171 | \$ 31,204.00 | 279 | \$ 22,599.00 | 27 | \$ 755.00 | 648 | \$ 67,715.00 |
| Phase 3 - Design and Preparation of Construction Documents and Permitting | | | | | | | | | | | | |
| Task 3.1: Design and Construction Document Preparation | | | | | | | | | | | | |
| Design | 4 | \$ 625.00 | 16 | \$ 2,232.00 | 16 | \$ 1,296.00 | | | | | 28 | \$ 4,158.00 |
| Plan Preparation 50% | 10 | \$ 1,370.00 | 24 | \$ 2,976.00 | 40 | \$ 3,240.00 | | | | | 74 | \$ 7,596.00 |
| Prepare Opinion of Probable Construction Cost | 2 | \$ 314.00 | 6 | \$ 744.00 | 12 | \$ 972.00 | | | | | 20 | \$ 2,080.00 |
| Plan Preparation 100% | 6 | \$ 842.00 | 30 | \$ 3,720.00 | 30 | \$ 4,050.00 | | | | | 86 | \$ 8,712.00 |
| Prepare Special Specifications | 2 | \$ 314.00 | 6 | \$ 744.00 | 12 | \$ 972.00 | | | 2 | \$ 130.00 | 22 | \$ 2,180.00 |
| QA/QC | | | | | | | | | | | 8 | \$ 1,072.00 |
| Task 3.2: Permitting | | | | | | | | | | | | |
| Prepare Environmental Resource Application | 20 | \$ 3,140.00 | 40 | \$ 4,850.00 | 86 | \$ 4,455.00 | 10 | \$ 650.00 | | | 125 | \$ 13,205.00 |
| Respond to RAI (2 minimum) | 2 | \$ 314.00 | 24 | \$ 2,976.00 | 20 | \$ 1,820.00 | | | | | 46 | \$ 4,910.00 |
| QA/QC | 8 | \$ 1,072.00 | | | | | | | | | 8 | \$ 1,072.00 |
| Total Phase 3 | 18 | \$ 3,944.00 | 46 | \$ 7,322.00 | 205 | \$ 18,605.00 | 12 | \$ 780.00 | 427 | \$ 48,303.00 | 427 | \$ 48,303.00 |
| Total | 28 | \$ 5,852.00 | 124 | \$ 19,469.00 | 361 | \$ 44,784.00 | 524 | \$ 42,444.00 | 40 | \$ 2,600.00 | 1,077 | \$ 115,128.00 |

**PROFESSIONAL SERVICES
GREENWOOD BOULEVARD SIDEWALK
BEAR GULLY ROAD-HOWELL BRANCH ROAD DRAINAGE PROJECT
Manhour and Fee Estimate**

MATERIAL

| Description | No. | | Unit Cost | | Total Cost |
|---|-----|---|------------------|---|------------|
| Computer Plotted Sheets - Half Size includes test, QA/QC plots and miscellaneous | 150 | x | \$1.00 per sheet | = | \$150.00 |
| Sub-Total Material | | | | | \$150.00 |

REPRODUCTION / MISCELLANEOUS

| REPRODUCTION / MISCELLANEOUS | | | | | | | | | |
|--|--------------------------|--------------------------|-------------|-------------|----------|-------------|---|----------|------------|
| | Full Size Xerographic | Half Size Xerographic | Photocopies | Description | | | | | |
| Const. Plans | 50 | 60 | 100 | | | | | | |
| | | | | No. | | Unit Cost | | | Total Cost |
| Reports & Plans | Cost: | Full Xerox: | 50 | x | \$1.25 | per sheet | = | \$62.50 | |
| | | Half Xerox: | 60 | x | \$0.12 | per sheet | = | \$7.20 | |
| | | Photocopy: | 2500 | x | \$0.12 | per sheet | = | \$300.00 | |
| | | Digital Photography | 50 | x | \$0.70 | per picture | = | \$35.00 | |
| | | Deliveries | 5 | x | \$60.00 | per month | = | \$300.00 | |
| | | Presentation Board | 0 | x | \$100.00 | per rpt | = | \$0.00 | |
| Sub-Total Reproduction / Miscellaneous | | | | | | | | | \$704.70 |

TRAVEL

| Description | No. of Trips | | Mileage Per Trip | Total Mileage | Total Cost |
|---|-----------------|---|---------------------|------------------|------------|
| No Mileage Charges within Seminole County | | x | | = | \$ - |
| Sub-Total Mileage Cost | | | | | \$ - |

TECHNOLOGY CHARGES

| Description | No. of Hours | | Cost Per Hour | Total Cost |
|--|-----------------|--|------------------|------------|
| No CADD Charges within Seminole County | | | = | \$ - |
| Sub-Total Computer Cost | | | | \$ - |

TOTAL MISCELLANEOUS & OUT-OF-POCKET EXPENSES

\$ 854.70

Attachment A
Survey Scope and Fee

James M. Dunn, II, P.S.M.
Brian R. Garvey, P.E.
Gary B. Krick, P.S.M.
Myron F. Lucas, P.S.M.
Thomas K. Mead, P.S.M.
Timothy Mosby, P.S.M.
James L. Petersen, P.S.M.
Larry W. Prescott, P.S.M.



William C. Rowe, P.S.M.
Marcia E. Russell, P.S.M.
George E. Snyder, P.S.M.
Roger Lonsway, P.S.M. (Retired)
Donna L. Canney, C.S.T., IV
Frank B. Henry, C.S.T., IV
David M. Rentfrow, C.S.T., IV
Celeste B. van Gelder, C.S.T., IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • GPS Asset Inventories • Geographic Information Systems

February 27, 2007

Via e-mail: Pamela.Miller@hdrinc.com

Ms. Pamela G. Miller, P.E.
HDR One Company
315 East Robinson, Suite 400
Orlando, Florida 32801

**RE: Bear Gully / Howell Branch Road
Section 35 Township 21 South, Range 30 East, Seminole County**

Dear Ms. Miller,

We are pleased to submit our Proposal for surveying services on the above referenced project.

SCOPE OF WORK:

Provide a Design Topographic Survey and establish the apparent right of way lines in accordance with Chapter 61G17-6 F.A.C. to include the following:

1. Locate all improvements and utilities, as evidenced by above ground features or as marked by the designated utility company representative, to include structure details.
2. Obtain spot elevations on natural ground and existing improvements suitable for interpolation of one foot contours to be shown on the final drawing.
3. Establish the location of the apparent right of way lines based on existing monumentation and a review of parcel descriptions as found on the property appraisers site.
4. Perform a minimum of nine (9) cross-sections.
5. Establish a minimum of two (2) site bench marks.
6. Topographic coverage will be limited to the areas identifies on the attached marked up plan.
7. Survey will be tied to the Seminole County horizontal and vertical control networks (NAD 83, 90 Adjustment and NAVD 1988)

The final product will be a minimum of 3 certified prints, copies of field notes and an autocad file on compact disk for your use.

OFFICE
LOCATIONS

6500 All American Boulevard, Orlando, Florida 32810 407/ 292-8580 Fax 407/ 292-0141 e-mail: info@southeasternsurveying.com
1130 Highway 90, Chipley, Florida 32428 850/ 638-0790 Fax 850/ 638-8069 e-mail: info@southeasternsurveying.com

Page 2

Ms. Pamela G. Miller, P.E.


Bear Gully / Howell Branch Road

Our fee for the above referenced work is outlined on the attached fee schedule.

We anticipate completion of the above described work to be consistent with your schedule after receipt of a written notice to proceed. Payment is expected within thirty (30) days from date of invoice.

We look forward to the opportunity to work with you on this project.

Sincerely,



James L. Petersen, P.S.M.

Vice President/Project Manager

JLP:jlp

If your firm requires a contract to be in place, a PROFESSIONAL SERVICES AGREEMENT will need to be furnished to Southeastern Surveying and Mapping Corporation in lieu of your signature of approval. No work will be commenced prior to the acceptance of said agreement in writing by both parties. **AN AGREEMENT/CONTRACT WILL NOT BE ACCEPTED AFTER THIS PROPOSAL LETTER HAS BEEN SIGNED AND WORK HAS COMMENCED.**

If the above scope, period of service and method of compensation meets with your approval, please execute below and fax to Southeastern Surveying & Mapping Corp. as notice to proceed along with the notice of commencement.

ACCEPTED BY:

Authorized Signature

Printed Name

Date

Title

The person signing this Acceptance Statement has the legal authority to bind this firm to the terms of this proposal and has read and agrees to the terms of this proposal, and additionally has the legal authority to guarantee payment for the tasks completed under this agreement.

FEE QUOTATION PROPOSAL

Date: February 27, 2007

Project Name: Bear Gully / Howell Branch Road

Contract: HDR/Seminole County

Name of Firm: Southeastern Surveying & Mapping Corporation

| ACTIVITY | PLS | | | SEN TECH | | | DRAFTSPERSON | | | 2 MAN CREW | | | 3 MAN CREW | | |
|--------------------------|---------|-----------|--------|----------|-----------|--------|--------------|-----------|----------|------------|-----------|----------|------------|-----------|------|
| | Man Hrs | Hrly Rate | Fee | Man Hrs | Hrly Rate | Fee | Man Hrs | Hrly Rate | Fee | Man Hrs | Hrly Rate | Fee | Man Hrs | Hrly Rate | Fee |
| Horizontal Control | 1 | 110.00 | 110.00 | 2 | 80.00 | 160.00 | | 70.00 | 0.00 | 3 | 110.00 | 330.00 | | 135.00 | 0.00 |
| Parcel Corners along R/W | 1 | 110.00 | 110.00 | 4 | 80.00 | 320.00 | 2 | 70.00 | 140.00 | 8 | 110.00 | 880.00 | | 135.00 | 0.00 |
| Utility Location | 1 | 110.00 | 110.00 | 4 | 80.00 | 320.00 | 6 | 70.00 | 420.00 | 8 | 110.00 | 880.00 | | 135.00 | 0.00 |
| Vertical Control | | 110.00 | 0.00 | 2 | 80.00 | 160.00 | | 70.00 | 0.00 | 3 | 110.00 | 330.00 | | 135.00 | 0.00 |
| Topographic Survey | | 110.00 | 0.00 | 2 | 80.00 | 160.00 | 20 | 70.00 | 1,400.00 | 16 | 110.00 | 1,760.00 | | 135.00 | 0.00 |
| | | 110.00 | 0.00 | | 80.00 | 0.00 | | 70.00 | 0.00 | | 110.00 | 0.00 | | 135.00 | 0.00 |
| | | 110.00 | 0.00 | | 80.00 | 0.00 | | 70.00 | 0.00 | | 110.00 | 0.00 | | 135.00 | 0.00 |
| | | 110.00 | 0.00 | | 80.00 | 0.00 | | 70.00 | 0.00 | | 110.00 | 0.00 | | 135.00 | 0.00 |
| | | 110.00 | 0.00 | | 80.00 | 0.00 | | 70.00 | 0.00 | | 110.00 | 0.00 | | 135.00 | 0.00 |

LUMP SUM FEE BREAKDOWN

Professional Surveyor
Senior Technician
Draftsperson
Two-Man Crew
Three-Man Crew

\$ 330.00
\$ 1,120.00
\$ 1,960.00
\$ 4,180.00
\$ 0.00

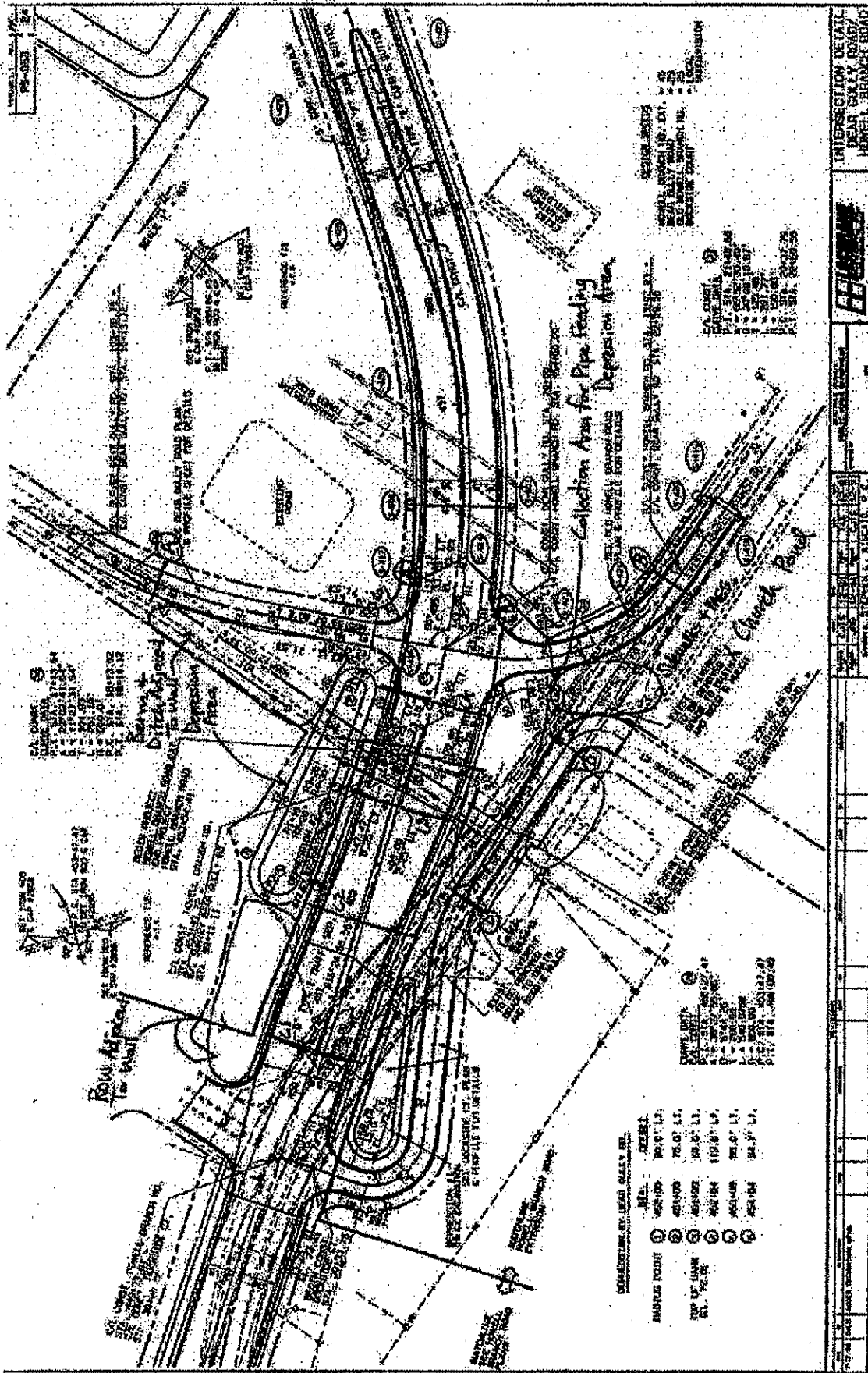
\$ 0.00

Miscellaneous Expenses

\$ 0.00

LUMP SUM FEE TOTAL

\$ 7,590.00



Attachment B
Geotechnical Scope and Fee



Geotechnical
and
Environmental
Consultants, Inc.

At the very foundation of our community

February 26, 2007

HDR Engineering, Inc.
315 East Robinson Street, Suite 400
Orlando, Florida 32801

Attention: Ms. Pamela Miller, P.E.

Subject: Proposal to Provide Geotechnical Engineering Investigation
BEAR GULLY ROAD
Seminole County, Florida
GEC Proposal No. 4672G

Dear Ms. Miller:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to present this proposal to provide geotechnical engineering services for the above-referenced project. The purpose of this investigation will be to explore subsurface soil and groundwater conditions at the site and to provide geotechnical engineering recommendations to guide design and construction of a solution to alleviate the flooding of the homes to the east of the depression area. This proposal presents our understanding of the project, our recommended scope of services and a cost for providing those services.

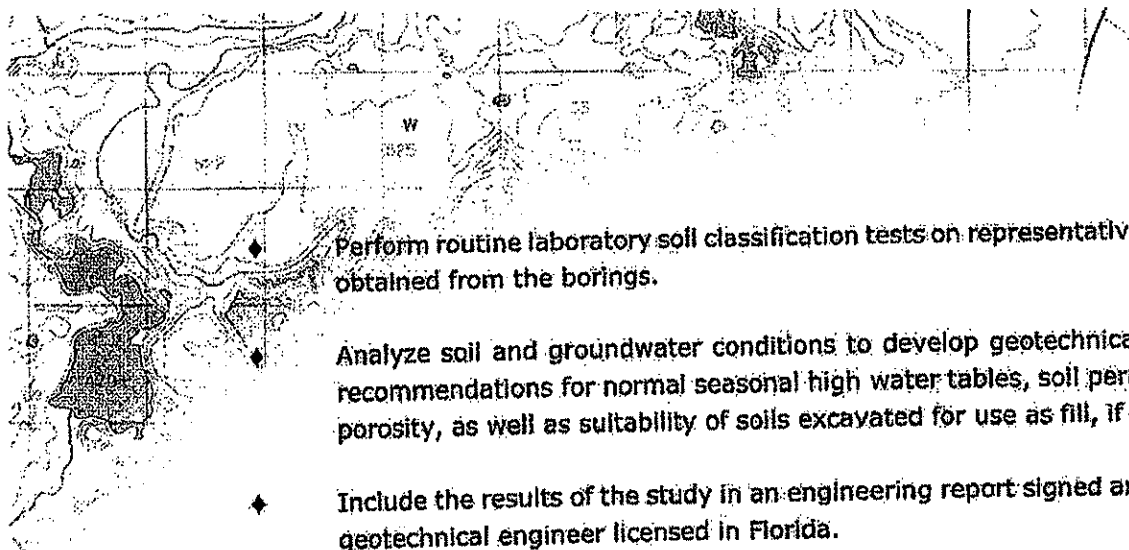
The site is located in Township 21 South, Range 30 East, and Section 35. More specifically, the site is located off of Howell Branch Road, north of Bear Gully Road and south of Dockside Street. We understand that pipelines may be designed to correct flooding problems and convey on-site project runoff, especially from the depression area located directly to the west of the residential homes.

Our recommended scope of services for this project includes the following:

- ◆ Stake and clear utilities at the boring locations at the site.
- ◆ Mobilize truck-mounted drilling equipment to the site.
- ◆ Perform 4 machine auger borings to depths of 20 feet.
- ◆ Perform 2 field permeability tests.

1230 East Hillcrest Street, Orlando, FL 32803-4713
407/898-1818 Fax 407/898-1837 E-mail: [g-rec@g-e-c.com](mailto:gec@g-e-c.com)
www.g-e-c.com

OFFICES IN ORLANDO AND KISSIMEE



◆ Perform routine laboratory soil classification tests on representative soil samples obtained from the borings.

◆ Analyze soil and groundwater conditions to develop geotechnical engineering recommendations for normal seasonal high water tables, soil permeability, soil porosity, as well as suitability of soils excavated for use as fill, if needed.

◆ Include the results of the study in an engineering report signed and sealed by a geotechnical engineer licensed in Florida.

GEC proposes to perform the above scope of services for an upset limit fee of \$4,859.00. Please note, this proposal was written assuming the boring locations will be accessible by truck-mounted drilling equipment. Our schedule to complete the described work will be about 2 to 3 weeks from your notice to proceed and receipt of a route alignment plan from which we can stake the boring locations.

If this proposal meets with your approval, please sign the attached Proposal Acceptance Sheet and return one signed proposal to our office.

GEC appreciates the opportunity to submit this proposal and we look forward to working with you on this project. If any questions arise regarding our proposed services, please call.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

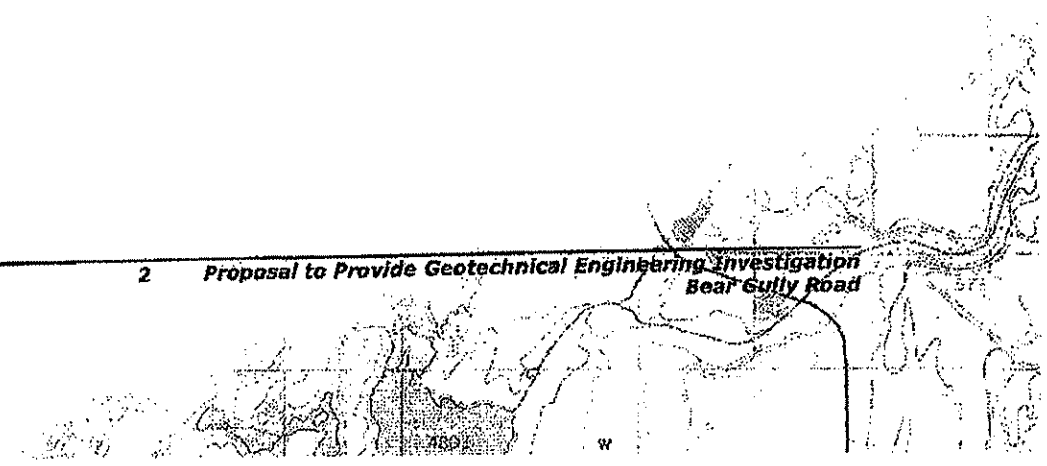
Kathleen D. Hodson

Kathleen D. Hodson, E.I.
Engineer Intern

KDH/DCS/crs

Daniel C. Stanfill

Daniel C. Stanfill, P.E.
Senior Engineer



Computation of Geotechnical Cost
BEAR GULLY ROAD
 Seminole County, Florida
 GEC Proposal No. 4672G

| <u>Work Item</u> | <u>Unit</u> | <u>No. of Units</u> | <u>Unit Cost</u> | <u>Total Cost</u> |
|--|-------------|-------------------------|----------------------|-----------------------|
| <u>Field Investigation</u> | | | | |
| 1. Auger Borings (4 @ 20') | feet | 80 | \$9.50 | \$760.00 |
| 2. Engineering Technician (stake borings, clear utilities, access issues) | hour | 6 | 70.00 | 420.00 |
| 3. Mobilization - Truck-Mounted | each | 1 | 500.00 | 500.00 |
| 4. Property Access/Clean-up | hour | 1 | 200.00 | 200.00 |
| 5. Field Permeability Tests | each | 2 | 300.00 | 600.00 |
| Field Total | | | | \$2,480.00 |
| <u>Laboratory Testing</u> | | | | |
| 1. Percent Fines | each | 4 | \$40.00 | \$160.00 |
| 2. Atterberg Limits | each | 1 | 80.00 | 80.00 |
| 3. Organic Content | each | 1 | 45.00 | 45.00 |
| 4. Natural Moisture Content | each | 2 | 12.00 | 24.00 |
| Laboratory Total | | | | \$309.00 |
| <u>Engineering Services</u> | | | | |
| 1. Senior Engineer | hour | 4 | \$150.00 | \$600.00 |
| 2. Project Engineer | hour | 8 | 100.00 | 800.00 |
| 3. CADD Draftsman | hour | 6 | 75.00 | 450.00 |
| 4. Secretary | hour | 4 | 55.00 | 220.00 |
| Engineering Total | | | | \$2,070.00 |
| LUMP SUM | | | | \$4,859.00 |



**Geotechnical
and
Environmental
Consultants, Inc.**

As the very foundation of our community

PROPOSAL ACCEPTANCE SHEET GEOTECHNICAL AND ENVIRONMENTAL SERVICES

Proposal No.: 4672G Proposal Date: February 26, 2007

Project Name: Bear Gully Road

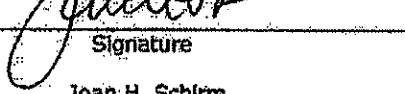
Project Location: Seminole County, Florida

Type of Services: Geotechnical Engineering Investigation

Both parties warrant and represent that they have full authority to execute this agreement. Both parties have accepted the terms and conditions of this Agreement as presented in the Proposal and on both sides of this Proposal Acceptance Sheet.

Accepted this _____ day of _____, 2006.

Geotechnical and Environmental Consultants, Inc. (GEC)

By: 
Signature

Joan H. Schirm
Printed Name

President
Title

Client

By: _____
Signature

Printed Name

Title

TERMS AND CONDITIONS

1. **PRIVITY:** Client acknowledges that this agreement with GEC includes GEC's employees and agents and said employees and agents shall also be considered in privity of this agreement to the same extent as GEC and client.
2. **PAYMENT TERMS:** Unless otherwise specified in the proposal, invoice payments are due within 10 days of date of invoice. GEC reserves the right to stop work on any project, when any invoice becomes past due, until Client's account is current. Past due invoices will be subject to a service charge of 1.5% per month. Should it become necessary for GEC to retain the services of legal counsel or a collection agency to collect past due accounts, Client agrees to bear all costs of collection, including but not limited to reasonable Attorney's Fees, Court Costs, Filing Fees, and agrees to a non-jury trial in Orange County, Florida.
3. **OBLIGATION TO PAY:** GEC will strive to perform services under this Agreement with ordinary professional skill and care. GEC does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for GEC's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.
4. **WARRANTY:** GEC will strive to use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same locality at the same time under similar conditions. No other warranty, express or implied, is made or intended by our proposal or by our oral or written reports.
5. **LIMITATION OF LIABILITY:** GEC's liability for damages due to an error, omission, or other professional negligence will be limited to a sum not to exceed \$50,000 or our fee, whichever is greater. In the event Client does not wish to limit our professional liability to this sum, GEC agrees to increase this limitation to a maximum of \$500,000 upon receiving Client's written request and agreement by Client to pay additional consideration of 5% of our total fee or \$500.00 whichever is greater.
6. **INDEMNIFICATION:** Client shall indemnify and hold GEC harmless for any losses or damages caused by the negligent acts of Client or other consultants employed by Client. GEC shall indemnify and hold Client harmless for any losses or damages caused by the sole negligent acts of GEC, subject to the limitations in paragraph 5.
7. **THIRD PARTY RELIANCE:** The services under this agreement are being performed for the Client's exclusive use. GEC assumes no responsibility for third party use of or reliance on GEC's findings, opinions, conclusions, or recommendations unless such use or reliance is authorized in writing by GEC.
8. **DISCLOSURES BY CLIENT:** Client shall provide GEC all information that is known or suspected by Client which may be reasonably necessary for completion of the services to be performed by GEC. Such information includes records of environmental assessment activities undertaken at the project site, locations of buried utilities, and any hazardous substances known or suspected to exist on site or adjacent property.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: RFP-600134-07/TLR – Seminole County Medical Director Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Tammy Roberts

EXT:

MOTION/RECOMMENDATION:

Award RFP-600134-07/TLR – Seminole County Medical Director Services to Todd M. Husty, DO, PA, Oviedo and authorize the Chairman to execute the Agreement.

County-wide

Ray Hooper

BACKGROUND:

RFP-600134-07/TLR will provide for a Seminole County Medical Director who is duly licensed to practice as a medical or osteopathic physician in the State of Florida, Board Certified in Emergency Medicine by the American Board of Emergency Medicine and possess a thorough understanding of pre-hospital care. The Medical Director must also possess a current registration as a Medical Director with the U.S. Department of Justice and DEA; comply with all requirements of the Florida Statutes, Chapter 401, Rules and Regulations 64E-2.004 Medical Director, Florida Administrative Code; and provide all other duties as described in the detailed scope of services.

This project was publicly advertised and the County received two (2) submittals in response to this solicitation. The Review Committee, which consisted of Chief Tim Lallathin, Winter Springs; Chief Laurie Mooney, Longwood; Angel Nater, EMS Program Manager; and Chief Leeanna Raw, Seminole County, evaluated the responses. Consideration was given to ability to perform, experience, qualifications, past performance, and compensation.

The Review Committee recommends award of this project to Dr. Husty in accordance with his proposal, which includes meetings, twenty (20) hours of medical director's support weekly, on call 365 days at one (1) hour per day, administrative support and obtaining malpractice insurance.

Authorization for services shall begin upon execution of the Agreement, which will become effective July 1, 2007 and run through September 30, 2009, a two-year and three month term. The annual rate is \$240,630, which is inclusive of the cost to carry malpractice insurance. Since the Agreement proposes to begin prior to the next fiscal year, a three-month prorated amount is included (based on the annual rate of \$240,630) at \$20,052.50 per month. The total cost of the two-year and three-month term is \$541,417.50. Subsequently, the County has the option to renew for two additional one-year extension periods.

Supporting documents include tabulation sheet, ranking consensus including supporting narrative, and agreement as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends the Board award RFP-600134-07/TLR – Seminole County Medical Director Services to Todd M. Husty, DO, PA, Oviedo, and authorize the Chairman to execute the Agreement.

ATTACHMENTS:

1. Tabulation
2. Agreement
3. Consensus

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

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

BID NUMBER: RFP-600134-07/TLR

BID TITLE: Seminole County Medical Director

OPENING DATE: March 07, 2007, 2:00 P.M.

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

PAGE: 1 of 1

| Submittals | Response 1 | Response 2 |
|------------------------------------|--|--|
| | Dr. Michael A Duchesneau MD PA 4015 Bayshore Boulevard, #16-A Tampa, Florida 33611 (813) 805-2938 – Phone (813) 837-8574 – Fax Dr. Michael A Duchesneau | Todd M. Husty, D.O., P.A. 3040 S. Tuskawilla Road Oviedo, Florida 32765 (407) 679-6794 – Phone (407) 679-3554 – Fax Todd M. Husty, D.O. |
| Proposer's Certification Form | Included | Included |
| Conflict of Interest Statement | Included | Included |
| Compliance with Public Records Law | Included | Included |
| Drug-Free Workplace Form | Included | Included |

Evaluation Criteria:

- Approach to Work
- Experience/Qualifications
- Price Proposal

Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 3/07/2007 @ 4:00 PM)
 REVISED Evaluation Committee Meeting: 3/19/2007 @ 9:30 AM – Public Safety Building
 RECOMMENDATION: Dr. Todd Husty / Posted 04/19/2007 @ 2PM.

**MEDICAL DIRECTOR SERVICES AGREEMENT
(RFP-600134-07/TLR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **TODD M. HUSTY, D.O., P.A.**, whose address is 3040 S. Tuskawilla Road, Oviedo, Florida 32765, hereinafter referred to as "MEDICAL DIRECTOR."

W I T N E S S E T H

WHEREAS, COUNTY operates an Emergency Medical Services ("EMS") System within its boundaries and employs or utilizes emergency medical technicians and paramedics to perform life support procedures within Seminole County, Florida, pursuant to Chapter 401, Florida Statutes; and

WHEREAS, COUNTY is required to employ or contract with a medical director who shall be a licensed physician, corporation, association, or partnership composed of physicians, or physicians employed by any hospital which delivers in-hospital emergency medical services and which employs or contracts with physicians specifically for that purpose; and

WHEREAS, COUNTY wishes to contract with a Medical Director for the purpose of providing direction to the Seminole County EMS system; and


WHEREAS, legislation requiring establishment of trauma systems requires interaction between the EMS System and hospitals; and

WHEREAS, MEDICAL DIRECTOR is a licensed physician in the State of Florida and desires to provide professional services as the Seminole County Medical Director according to the terms and conditions stated herein;

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

Section 1. Term. This Agreement shall become effective on the date of execution, and shall run through September 30, 2009, and shall be renewable thereafter at the option of COUNTY for two (2) additional one (1) year extension periods.

Section 2. Termination.

(a) This Agreement may be terminated by MEDICAL DIRECTOR, with or without cause, upon not less  than thirty (30) days written notice delivered to COUNTY.

(b) COUNTY may terminate this Agreement in whole or in part, upon not less than thirty (30) days written notice delivered to the MEDICAL DIRECTOR or, at the option of COUNTY, immediately in the event that MEDICAL DIRECTOR fails to fulfill any of the understandings, terms, or covenants of this Agreement.

Section 3. Purpose. The purpose of this Agreement is to assist COUNTY in operation of its Emergency Medical System.


Section 4. Scope of Services. COUNTY hereby retains MEDICAL DIRECTOR to furnish services and perform those tasks as set forth on Exhibit A, Scope of Services, attached hereto and incorporated herein.

Section 5. Compensation.

(a) Payment for services provided shall be at the rate of TWENTY THOUSAND FIFTY-TWO AND 50/100 DOLLARS (\$20,052.50) per month, not to exceed FIVE HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED SEVENTEEN AND 50/00 DOLLARS (\$541,417.50) for the initial term of the Agreement.

(b) Should COUNTY and MEDICAL DIRECTOR agree to additional terms, compensation for those terms shall be as follows:

First renewal terms: fixed fee of TWO HUNDRED FIFTY THOUSAND TWO HUNDRED FIFTY-FIVE AND 20/100 DOLLARS (\$250,255.20), payable at TWENTY THOUSAND EIGHT HUNDRED FIFTY-FOUR AND 60/100 DOLLARS (\$20,854.60) per month.

Second renewal terms: fixed fee of TWO HUNDRED SIXTY THOUSAND TWO HUNDRED SIXTY-FIVE AND 41/100 DOLLARS (\$260,265.41), payable  at TWENTY-ONE THOUSAND SIX HUNDRED EIGHTY-EIGHT AND 78/100 (\$21,688.78) per month.

(c) Invoices must be reviewed by COUNTY on or before the tenth (10th) calendar day of each month. COUNTY's Emergency Medical Services Division Manager shall verify the information submitted and submit verifying documents to the Director of Public Safety who will then process the invoice for payment by the County Finance Office.

Section 6. 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 MEDICAL DIRECTOR (including his/her employees and agents) as the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. MEDICAL DIRECTOR

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

Section 7. Indemnification.

(a) MEDICAL DIRECTOR shall indemnify and save harmless COUNTY, its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortious act, whether intentional or negligent, of MEDICAL DIRECTOR or his/her agents, subcontractors, or employees or any like person or entity in the performance of services under this Agreement.

(b) MEDICAL DIRECTOR shall require all subcontractors to enter an Agreement containing the provisions set forth in the preceding subsection in which Agreement the subcontractors fully indemnify COUNTY in accordance with this Agreement.

Section 8. Insurance.

(a) At all times during the terms of this Agreement, MEDICAL DIRECTOR shall provide, pay for, and maintain in force such insurance, including Workers' Compensation Insurance and Professional Liability Insurance, including medical malpractice insurance, as will provide to COUNTY the protection contained in the foregoing Indemnification Section undertaken by MEDICAL DIRECTOR.

(b) Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida. All policies required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of the MEDICAL DIRECTOR in performing his/her services under this Agreement. Any

liability policy or policies shall, as a minimum, carry limits of at least FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(c) Prior to the commencement of work hereunder, MEDICAL DIRECTOR shall furnish to COUNTY a certificate or written statement of the above-required insurance. The policy or policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to COUNTY. COUNTY reserves the right to require a copy of such policy or policies upon request.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit, nor have the effect of limiting, the MEDICAL DIRECTOR's liability under the provisions of the indemnification clause.

Section 9. Assignment. No party shall assign this Agreement without prior written approval of COUNTY, subject to such conditions and provisions as COUNTY may deem necessary.

Section 10. Entire Agreement.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 11. Notices. Whenever any party desires to give notice to the other, notice may be sent to:

For COUNTY:

Director of Public Safety
150 Bush Boulevard
Sanford, FL 32773

For MEDICAL DIRECTOR:

Todd M. Husty, D.O., P.A.
3040 S. Tuskawilla Road
Oviedo, FL 32765

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



Signed, sealed, and
delivered in the presence of:

MEDICAL DIRECTOR

Witness:

Todd M. Husty

Witness:

Date:

County Signature Page Follows

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachment:
Exhibit A



AEC:sjs;jjr
5/18/07; 6/5/07
P:\Users\jroyal\Purchasing 2007\RFP-600134-07-TLR-Medical Director Agreement.doc

EXHIBIT A
SCOPE OF SERVICES

I. MANDATORY REQUIREMENTS:

(a) The Medical Director shall be responsible to the Director of the Department of Public Safety. In regard to operational aspects of the EMS System, the Medical Director shall be responsible to the Fire Chiefs of Seminole County.

(b) Requirements of the Medical Director, Medical Director shall:

- be duly licensed to practice as a medical or osteopathic physician in the state of Florida;
- possess a thorough understanding of pre-hospital care, and board certification in emergency medicine by the American Board of Emergency Medicine;
- comply with all requirements of Florida Statutes, Chapter 401, Chapter 64E-2.004 Medical Direction, Florida Administrative Code (F.A.C.);
- be available twenty-four (24) hours a day, seven (7) days a week for emergency consultations from system EMS Providers. The Medical Director shall be furnished with a pager, cell phone, and a portable 800 MHz radio by the Department of Public Safety to carry on his person at all times and be available to contact the County Communications Center immediately upon being paged. In the event the Medical Director may be unavailable, he shall appoint a similarly qualified physician or Physician Assistant (PA) to cover for him;
- possess proof of current registration as a medical director with the U.S. Department of Justice and DEA. DEA registration shall include each address at which controlled substances are stored, in accordance with Florida Statutes, Chapter 401, Rules and Regulations 64E-2.004 (D); copies of MD license, and registrations must be provided to each agency;
- work a minimum of 16-20 office/field hours per week for QI activities, meetings, testing, protocol development/revision, field observation and system monitoring;
- submit any contemplated changes in the manner in which pre-hospital care is provided to the Fire Chiefs of Seminole County for approval prior to implementation;
- shall serve on the "Helicopter Safety Committee";
- function as a Liaison with the Fire Chiefs Executive Committee and attend their meetings on a quarterly basis and as otherwise requested;
- provide quarterly Performance Compliance Reports to the Director of Public Safety and the Fire Chiefs Executive Committee;
- provide monthly activity reports to the Director of Public Safety and Fire Chief's Executive Committee, detailing activities relating to SCEMS;
- attend monthly meetings of the EMS Quality Council, EMS Group of Seminole County and other meetings, as requested, or when deemed in the best interest of the Seminole County EMS System, or when otherwise requested by the Fire Chiefs Executive Group;
- provide medical oversight for Community AED Program; including County, Municipal and law enforcement participants;

(c) Activities of the Medical Director, Medical Director shall:

- assume direct responsibility for the clinical activities of all the Paramedics and Emergency Medical Technicians performing in the Seminole County EMS (SCEMS) System;

- discharge all duties in accordance with Florida Statutes, Chapter 401.265, and Chapter 64E-2.004(4A), Florida Administrative Code;
- be actively involved in the Florida Association of EMS Medical Directors and attend at least two (2) meetings of the association per year;
- present a minimal of six (6) Medical Director updates per year to EMS personnel operating under his/her direction;
- provide consultation regarding EMS issues to the fire chiefs, supervisors, and field personnel, as requested. Consultations, non-emergent in nature, should be during normal business hours, i.e., Monday through Friday 08:00 – 17:00;
- provide medical direction on a continuous twenty-four (24) hours per day, seven (7) days per week basis and “on-line” medical direction to personnel, when requested;
- assist in resolution of problems involving the delivery of pre-hospital care, and other services in accordance with Florida Statutes, Chapter 401, Rules and Regulations 654E-2.004 (4B);
- when requested by EMS Performance Management, evaluate, monitor and provide conflict resolution for Hospital Emergency Room diversions and delays;
- co-chair the EMS Quality Council and facilitate discussions with physician specialists, surgeons, pulmonary specialists, trauma physicians, nurses and other medical specialists to provide input in the continued enhancement of the SCEMS System.

II. PROTOCOLS

(a) The Medical Director shall:

- develop and revise the prehospital practice parameters as needed for the SCEMS System or at a minimum; every two (2) years. All revisions and additions shall be approved by the Fire Chiefs Executive Committee prior to implementation. The parameters shall be developed with consideration to fiscal impact on the participating agencies and the citizens of Seminole County and current budgeting practices;
- ensure that all EMTs and Paramedics are trained in the use of the trauma scorecard methodologies, as provided in Chapter 64E-2.017, F.A.C., for adult trauma patients and 64E-2.0175, F.A.C. for pediatric trauma patients;
- develop and revise, when necessary, Trauma Transport Protocols (TTP) for submission to the State EMS Bureau for approval.

III. CONTINUOUS QUALITY IMPROVEMENT

(a) The Medical Director shall:

- in conjunction with the EMS Program Manager, develop and implement an EMS System Quality Improvement Program in accordance with Florida Statutes, Chapter 401.445, Rules and Regulations 64E-2.004 (4C);
- establish internal and external benchmarks of key performance measures, as they pertain to patient outcomes;
- in conjunction with the EMS Program Manager, review SCEMS Patient Care Reports on a monthly basis, review all deviations from SCEMS Practice Parameters and initiate or recommend corrective action in accordance with Florida Statutes, Chapter 401.445, Rules and Regulations 64E-2.004 (4C);
- During a Sentinel event investigation, the Medical Director shall meet with the EMS Program Manager, involved personnel and the Fire Chief/designee of the respective

agency. Upon completion of the investigation, the Medical Director must submit a final recommendation on corrective or disciplinary action to the respective agency within 30 days; unless extenuating circumstances can be documented.

- in conjunction with the EMS Program Manager, periodically communicate with the hospital emergency departments to exchange information and review the quality of care provided by the EMS System;

IV. CONTINUING EDUCATION/EDUCATION

- (a) The Medical Director shall be responsible for ensuring the quality of the Continuing Medical Education (CME) training provided to the EMS system by:
- reviewing and approving all curriculum and courses for continuing education units (CEUs) prior to EMS personnel being trained;
 - actively participating in the development of EMS training programs by identifying educational topics, presenting lectures and providing other educational opportunities for the enhancement of the EMS System;
 - assisting in developing procedures to evaluate the clinical impact and effectiveness of the entire CME program;
 - evaluating the educational effectiveness of instruction, courses and programs;
 - participating in bi-monthly ACLS refresher classes;
 - completing a minimum of ten (10) hours a year of continuing medical education related to pre-hospital care or teaching or a combination of both in accordance with Florida Statutes, Chapter 401, Rules and Regulations 64E-2.004 (4M);
 - monitoring and auditing at least one (1) class session of every CME course held;
- (b) It is highly desirable that the Medical Director contract with Seminole Community College EMS Program to ensure continuity and a high level of excellence for EMT and Paramedic education.

V. CERTIFICATION OF EMS PERSONNEL

- The Medical Director shall be responsible for establishing and periodically updating the minimum personnel standards and certification requirements for all SCEMS personnel. Such standards shall include the requirements for initial training, continuing medical education, state and national certifications, clinical orientation requirements, standards for professional conduct and testing requirements for EMS personnel to attain and maintain County certification necessary to operate in the SCEMS system.
- The Medical Director shall establish procedures for issuance, renewal, suspension, and revocation of certifications for SCEMS personnel in concert with the agency administrator. The procedures shall contain due process provisions and all such provisions shall be approved, in advance, by the Fire Chiefs of Seminole County.

VI. FIELD ACTIVITY AND SYSTEM MONITORING

- (a) The Medical Director shall perform and document in the quarterly report to the Fire Chiefs evidence of the following required activities:

- Periodically provide field observation of EMS personnel performing patient care at a minimum of eight (8) incidents per month. All activity shall become a part of the Medical Director's quarterly status report.
- Visit and interact with SCEMS personnel, hospital emergency department staff, and other public safety personnel for QI/education activities and document at least three (3) visits to stations or a hospital emergency room each month; and
- participate as a crewmember on an EMS vehicle operating in the SCEMS System a minimum of ten (10) hours per year, in accordance with Florida Statutes, Chapter 401, Rules and Regulations 64E-2.004 (4M).

VII. MEDICAL EQUIPMENT AND SUPPLIES

- (a) Comprehensive Review – Medical Director shall conduct an on-going and comprehensive review of all EMS medical equipment, medications and medical supplies, as may be necessary to ensure reliable service delivery in the SCEMS System and excellence in patient care. The Medical Director shall then make recommendations to the Fire Chiefs of Seminole County for the addition or changing of equipment to enhance the system.
- (b) The Medical Director shall insure and certify that security procedures of the EMS Providers for medications, fluids and controlled substances are in accordance with Florida Statutes, Chapter 401, Rules and Regulations 64E-2.004 (4E).

VIII. DISASTER ASSISTANCE AND PLANNING

- (a) The Medical Director shall be available for consultation and/or response during a disaster situation emanating in Seminole County.
- (b) The Medical Director shall be available for emergency consultation during a multiple casualty incident.
- (c) The Medical Director shall function as a Liaison between field EMS operations, hospitals and Public Health Agencies during disaster situations.
- (d) The Medical Director may be called upon to provide specific information to assist in the mitigation of the EMS aspects during a disaster situation.

IX. STATE INVOLVEMENT

- (a) The Medical Director shall demonstrate active participation in the State EMS Medical Director's Association or a statewide physician's group involved in pre-hospital care, in accordance with Florida Statutes, Chapter 401, Rules and Regulations 64E-2.004 (3D).

X. INFECTION CONTROL

- (a) The Medical Director shall consult with Infectious Disease Specialists, develop and revise Infection Control policies for the EMS System as needed to assure compliance with federal and state requirements.
- (b) The Medical Director shall be available for consultation from field personnel, in accordance with the Ryan White Act, to determine the significance of any body fluid exposure and suggest appropriate action for such an exposure in accordance with that agency's existing Worker's Compensation policies and procedures.

RFP-600134-07/TLR
Seminole County Medical Director
RANKING OF PROPOSALS
CONSENSUS

| Evaluation Criteria Submittals | Ability to Perform | Experience/ Past Performance | Compensation | Total | Ranking |
|-----------------------------------|--------------------|---------------------------------|--------------|-------|---------|
| Dr. Michael A. Duchesneau, MD PA | 2 | 1 | 2 | 5 | 2 |
| Dr. Todd M. Husty, D.O., PA | 3 | 3 | 2 | 8 | 1 |

Evaluation Key:

Highly Acceptable = 3

Acceptable = 2

Marginal = 1

Unsatisfactory = 0

The Evaluation Team Recommends award of this project to:

Dr. Todd M. Husty

Evaluators:

Evaluator #1 – Chief Tim Lallathin, Winter Springs

Evaluator #2 – Chief Laurie Mooney, Longwood

Evaluator #3 – Angel Nater, EMS Program Manager

Evaluator #4 – Chief Leeanna Raw, Seminole County

Mac Greenquist for Timothy Lallathin
L. Mooney
Angel Nater
Leeanna Raw

Consensus support for RFP-6001134-07/TLR Seminole County Medical Director

Ability to Perform

Dr. Husty takes direct responsibility for EMTs & Paramedics concerning their clinical activities and meets them at their stations.

Conduct face-to-face meetings in a non-punitive environment to create a fast-track for problem identification, analysis, discussion, and implementation of changes.

In addition, Dr. Husty utilizes the expertise of a physician assistant (PA), Mr. Mark Wechsler and an additional physician, Dr. Stan Haimen to help provide 24/7 coverage.

Mr. Mark Wechsler, PA has a strong EMS background, bringing 27 years of field experience to this team. Having retired from Maitland FD as a Lieutenant Paramedic, Mr. Wechsler went to Physician Assistant School and will support Dr. Husty. Mr. Wechsler works shifts in the emergency department (ED) for Florida Hospital and has been very instrumental in educating ED physicians and nurses concerning EMS.

Dr. Stan Haimen is board certified in Occupational Medicine and brings an extensive background in occupational medicine to this team. Dr. Haimen has been involved in protocol development and education. He has directed clinics at Martin Marietta and Tampa VA Hospital, and has been invaluable as a consultant on Hazardous Materials and exposure to infectious diseases.

Experience/Past Performance

Dr. Husty has been providing Medical Direction to EMS since 1981 with the US Navy in Okinawa, Japan. He has done so, formally, in Central Florida for more than 20 years.

Dr. Husty has been an active Medical Director for over 15 years in Central Florida. He began with Seminole County in the early 90's, and then went on to become the Medical Director for Maitland FD for over 13 years.

Returning to Seminole County in 2002; Dr. Husty had developed an innovative approach to practicing pre-hospital medicine.

Over the last five years, Dr. Husty has taken an extremely progressive approach to EMS and is a very strong advocate for EMS at the local and state level. Dr. Husty has been very effective in changing hospital performance and policies towards EMS.

Dr. Husty is actively involved in the Florida Association of EMS Medical Directors.

Compensation

Dr. Husty's compensation for the services, experience and expertise provided as a contracted consultant is considered reasonable.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: IFB-600172-07/TLR - Courier Services for the Seminole County Library Services and Community Services Departments

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Tammy Roberts

EXT:

MOTION/RECOMMENDATION:

Award IFB-600172-07/TLR – Courier Services to Absolute Sparkle Courier Services, Chuluota (Not to exceed \$55,178.24 for the first year; \$57,458.25 for the second year; and \$59,056.32 for the third year).

County-wide

Ray Hooper

BACKGROUND:

IFB-600172-07/TLR will provide courier services for the Seminole County Library Services and Community Services Departments on a daily, weekly and bi-weekly schedule as defined in the scope of service.

This project was publicly advertised and the County received three (3) submittals in response to this solicitation. The Review Committee which consisted of Jane Peterson, Library Services Department, Acting Director; Denise Tate, Library Services Department; Debbie Mize, Library Services Department; and Leo Luttig, Community Services Department, evaluated the responses. Consideration was given to cost, qualifications and experience.

Authorization for services shall begin upon execution of agreement for a term of three (3) years and at the sole option of the county may be renewed for two additional 1-year terms, based on budget constraints. The cost for the additional renewal periods will be negotiated and determined prior to execution.

The supporting documents attached include the tabulation sheet and contract as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends the Board award IFB-600172-07/TLR – Courier Services to Absolute Sparkle Courier Services, Chuluota (Not to exceed \$55,178.24 for the first year; \$57,458.25 for the second year; and \$59,056.32 for the third year).

ATTACHMENTS:

1. Agreement
2. Tabulation Sheet

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

COURIER SERVICES AGREEMENT (IFB-600172-07/TLR)

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between **ABSOLUTE SPARKLE**, duly authorized to conduct business in the State of Florida, whose address is 1997 Warner Drive, Chuluota, Florida 32766, hereinafter called "COURIER" 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 courier to perform courier services for the Library Services and Community Services Departments in Seminole County; and

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

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

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

SECTION 1. SERVICES. COUNTY does hereby retain COURIER to furnish courier services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Composite Exhibit A, Library Mail and Payroll Service and Community Services Interoffice.

SECTION 2. TERM. The term of this Agreement shall be for three (3) years from the date of its execution by COUNTY at the sole option of COUNTY. This Agreement may be renewed for two (2) additional one (1) year terms.

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate COURIER for the professional services called for under this Agreement for services not to exceed the sum of FIFTY FIVE THOUSAND ONE HUNDRED SEVENTY EIGHT AND 24/100 DOLLARS (\$55,178.24) for the first year of the terms; FIFTY SEVEN THOUSAND FOUR HUNDRED FIFTY-EIGHT AND 25/100 DOLLARS (\$57,458.25) for the second year of the term; and FIFTY NINE THOUSAND FIFTY-SIX AND 32/100 DOLLARS (\$59,056.32) for the third year of the term. COURIER shall perform all work required by the Scope of Services, but in no event shall COURIER be paid more than the negotiated fee amount stated above. Compensation for services shall be pursuant to the Fee Schedule as set forth in Composite Exhibit B.

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

SECTION 4. BILLING AND PAYMENT. At the close of each calendar month, COURIER shall render to COUNTY an itemized invoice, properly

dated, describing the services rendered, the costs of the services, the name and address of COURIER, Contract Number, and all other information required, if any, by this Agreement.

The original invoice shall be sent to:

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

A copy of the invoice shall be sent to:

Director of Libraries Department
Jean Rhein Central Branch Library
215 North Oxford Road
Casselberry, FL 32707

Director of Community Services
534 West Lake Mary Boulevard
Sanford, FL 32773

SECTION 5. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) COURIER 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 COURIER'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 subsection (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, COURIER shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF COURIER

(a) COURIER shall be responsible for the prompt provision of courier services on the date and at the time and place as described in Composite Exhibit A. COURIER shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(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 or of any cause of action arising out of the performance of this Agreement, and COURIER shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by COURIER's performance of any of the services furnished under this Agreement.

SECTION 7. TERMINATION.

(a) COUNTY may, by written notice to COURIER, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of COURIER to fulfill its Agreement obligations. Upon receipt of such notice, COURIER shall immediately discontinue all services affected unless the notice directs otherwise.

(b) If the termination is for the convenience of COUNTY, COURIER shall be paid compensation for services performed to the date of termination. COURIER 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 COURIER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, COURIER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. COURIER 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

COURIER. 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 COURIER.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that COURIER 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 8. EQUAL OPPORTUNITY EMPLOYMENT. COURIER 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 9. NO CONTINGENT FEES. COURIER warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for COURIER to solicit or secure this Agreement and that COURIER has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for COURIER, 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 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. SUBCONTRACTORS. In the event COURIER, 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, COURIER 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, COURIER shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 12. INDEMNIFICATION OF COUNTY. COURIER agrees to hold harmless, replace, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly rising from or related to the provision of services hereunder by COURIER, whether caused by COURIER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 13. INSURANCE.

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

(1) COURIER 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 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 COURIER, COURIER 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, COURIER 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, COURIER 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 COURIER shall relieve COURIER of COURIER's full responsibility for performance of any obligation including COURIER'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, COURIER shall, as soon as COURIER 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 COURIER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, COURIER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of COURIER, COURIER shall, at COURIER'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 COURIER 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) COURIER's insurance shall cover COURIER 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. COURIER 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 COURIER 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:

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

(2) Commercial General Liability.

(A) COURIER's insurance shall cover COURIER 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 COURIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

| | <u>LIMITS</u> |
|--|--|
| General Aggregate | Three (3) Times the Each Occurrence Limit |
| Personal & Advertising Injury Limit | \$500,000.00 |
| Each Occurrence Limit | \$500,000.00 |

(3) Business Auto Policy.

(A) COURIER's insurance shall cover it 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 COURIER (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, COURIER 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 COURIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

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

| <u>LIMITS</u> | |
|---|--------------|
| Each Occurrence Bodily Injury and Property Damage Liability Combined | \$500,000.00 |

(d) Coverage. The insurance provided by COURIER pursuant to the 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 COURIER.

(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 COURIER or its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 14. ALTERNATIVE DISPUTE RESOLUTION.

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

(b) COURIER 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 protest procedures, as set forth in subsection (a) above, of which COURIER had knowledge and failed to present during COUNTY protest procedures.

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

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

SECTION 15. REPRESENTATIVE OF COUNTY AND COURIER

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

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

SECTION 16. 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 17. MODIFICATIONS, AMENDMENTS, OR ALTERNATIONS. 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 18. 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 COURIER, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. COURIER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 19. EMPLOYEE STATUS. Persons employed by COURIER 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 20. SERVICES NOT PROVIDED FOR. No claim for services furnished by COURIER not specifically provided for herein shall be honored by COUNTY.

SECTION 21. PUBLIC RECORDS LAW. COURIER 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. COURIER 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 23. 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:

Director of Libraries Department
Jean Rhein Central Branch Library
215 North Oxford Road
Casselberry, FL 32707

Director of Community Services
534 W. Lake Mary Blvd.
Lake Mary, FL 32746

For COURIER:

Absolute Sparkle
1997 Warner Drive
Chuluota, FL 32766

SECTION 23. 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 24. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, COURIER 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 COURIER.

SECTION 25. CONFLICT OF INTEREST.

(a) COURIER 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) COURIER 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 COURIER 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, COURIER 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.

ABSOLUTE SPARKLE

Witness

By:_____

Print Name

Title:_____

Witness

Date:_____

Print Name

SEMINOLE COUNTY, FLORIDA

Witness

By:_____
CYNTHIA A. COTO, County Manager

Print Name

Date:_____

Witness

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

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

Exhibit A - Scope of Library and Community Services with Library Service
& Community Services Delivery Schedule

Exhibit B - Compensation Schedule

AEC:jjr

05/08/2007

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Section 1 – Description of Services

Seminole County is soliciting courier services to complete deliveries for Seminole County Libraries Services and Community Services on daily, weekly and bi-weekly schedules as defined herein.

LIBRARIES SERVICES:

1. **Pick-up and delivery:** Contractor shall pick-up and deliver mail, books/library materials, and Books By Mail packages Monday through Friday (see Part "A"). Authorized County Holidays listed below are excluded from services. Scheduled sites of pick-up and delivery as noted in Part "A" will be serviced on a daily basis unless noted elsewhere. The work shall be carried on in such a manner that there will be no interruption to or interference with County's operations.

Scheduled Seminole County Holidays:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- And any other day as may be authorized by the Board of County Commissioners. The Contractor will be notified of such determination.

2. **Delivery Requirements:** For those locations listed in Part "A", deliveries are primarily cartons of books with occasional furniture and equipment deliveries (Furniture meaning tables and chairs, etc. up to 50 pounds). Averages of 350 cartons of books are delivered daily. (70 cartons on average, 350 cartons is grand daily total). Current Boxes/cartons may be used by the Contractor. When these containers are no longer usable or adequate in number, it is the Contractor's responsibility to provide containers as appropriate and satisfactory to perform the deliveries.

Library personnel will pack all materials in agreed upon containers and clearly identify them with the destination. Library personnel will clearly identify all envelopes with the destination information. If only the name of library is identified on the label, the item is to be placed in the designated work room area of the designated library. In the event that loose, unaddressed enveloped and containers are picked up at any location, these envelopes and/or containers will be delivered to the receiving area, Central Branch, for correct addressing and routing.

For those locations on Part "B", payroll must be picked up at the County Finance office located in the County Services Building in Sanford. The pick up must be by 1:30 P.M. every other Thursday and delivered to all locations before 5:00 P.M.

Payroll will be sorted and will be placed in envelopes for each location by County Finance staff. Payroll must be delivered only to the Branch Manager or the Librarian-In-Charge. The Director's

Office will notify the Contractor of any changes to payroll delivery. No other staff is authorized to make payroll delivery changes. On payroll days that are affected by County Holidays, payroll delivery must be scheduled for the Wednesday preceding the County Holiday.

3. Additions/Deletions of Stops: The addition and/or deletions of pick-up stops will be at the discretion of the Department of Libraries Department Director. After County's notification of additions and/or deletions, the Contractor shall propose to the County a method which these additions and/or deletions will be handled.

4. Supervision and Performance: Failure to satisfactorily perform the quality of work required under the Agreement will be interpreted by County's personnel that the Contractor's personnel is limited or supervision is inadequate. In either case, once the Contractor has been informed of the deficiencies, immediate corrective action shall be implemented by the Contractor. The County will monitor the performance of the services and any deviation with respect to performance will be reported and documented by County's personnel. The Contractor shall implement corrective actions immediately after notification.

5. Deductions: Deductions for tasks not completed in accordance to the scope of services shall be pro-rated on a per stop basis.

REQUIREMENTS

1. Employee qualifications. Contractor shall be responsible for his/her employees assigned as courier and assure County that they comply with the following requirements:

- Physically able to perform courier services ensuring that they meet the physical standards necessary to perform the required services;
- In possession of a current Florida Driver's License;
- Receiving adequate supervision by Contractor in order to ensure satisfactory performance of all work in accordance with Agreement; and
- Bondable.

2. Employee Listing. Contractor shall provide a listing of all employees assigned as couriers. List shall include full name and social security number. List shall be updated by Contractor as changes occur.

3. Dress Code. Contractor shall provide a dress code to the County outlining appropriate dress of Contractor's personnel.

4. Access. The Contractor shall not provide access to any individuals other than his/her personnel to County buildings.

5. Supplies, materials, vehicles and equipment. Contractor shall furnish all supplies, materials, equipment and vehicles necessary to fulfill the requirements of the Agreement. In addition, the Contractor shall maintain all vehicles in good working condition. Vehicles must be air conditioned to protect County owned equipment and must be secured/locked when unattended on routes.

6. Work Hours. Work hours for the Contractor personnel shall be during the hours 8:30 A.M. to 5:00 P.M., Monday through Friday, unless otherwise indicated by the County.

LIBRARY SERVICES DELIVERY SCHEDULE – PART “A”

Monday through Friday - Start Route at 8:30 A.M.

STOP 1: Pick-up mail and books/materials at Central Branch Library, 215 North Oxford Road, Casselberry.

STOP 2: West Branch Library, 245 Hunt Club Boulevard, North, Longwood. Drop off mail, books/materials. Pick-up mail and books/materials.

STOP 3: Northwest Branch Library, 580 Greenway Boulevard, Lake Mary. Drop off mail, books/materials. Pick-up mail and books/materials.

STOP 4: East Branch Library, 310 Division Street, Oviedo. Drop off mail, books/materials. Pick-up mail and books/materials.

STOP 5: North Branch Library, 150 North Palmetto Avenue. Drop off mail, books/materials. Pick up mail and books/materials.

STOP 6: County Services Building, 1101 East First Street, Sanford. Deliver mail and materials to the Mail Room located on Second Floor. Pick-up printing orders, if ready.

STOP 7: Central Branch Library, 215 North Oxford Road, Casselberry. Drop off mail and books/materials. Pick up Books by Mail delivery.

STOP 8: US Post Office Distribution Center, 800 Rinehart Road, Lake Mary. Drop off Books by Mail delivery.

End of Route - (Approximately 3:30 P.M.)

LIBRARY SERVICES PAYROLL DELIVERY (THURSDAY – BI-WEEKLY) – PART “B”

Start Route after 11:00 A.M.

STOP 1: Pick-up payroll from County Finance, 1101 E. 1st Street, Sanford. Payroll will be sorted for delivery by location.

STOP 2: Deliver payroll to North Branch Library, 150 Palmetto Avenue, Sanford,

STOP 3: Deliver payroll to Northwest Branch Library, 580 Greenway Boulevard, Lake Mary.

STOP 4: Deliver payroll to West Branch Library, 245 Hunt Club Boulevard, North, Longwood.

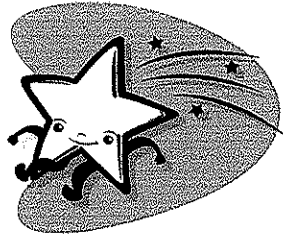
STOP 5: Deliver payroll to Central Branch Library, 215 North Oxford Road, Casselberry.

STOP 6: Deliver payroll to East Branch Library, 310 Division Street, Oviedo.

End of Route

EXHIBIT B

**Purchasing
Copy**



ABSOLUTE SPARKLE

Courier Services with a smile

PROPOSAL

Courier Services Agreement

Prepared for:

Seminole County Library Services
and Community Services Department

In Response to:

IFB-600172-07/TLR

May 2, 2007

Proprietary and Confidential

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| | |
|---|--|
| SUBMIT BID TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 PURCHASING AND CONTRACTS DIVISION | INVITATION FOR BID and Applicant Acknowledgment |
| Contact: Tammy L. Roberts, CPPB Senior Procurement Analyst 407-665-7115 – Phone 407-665-7956 – Fax troberts@seminolecountyfl.gov | IFB-600172-07/TLR Courier Services Agreement |
| Bid Due Date: May 2, 2007 Bid Due Time: 2:00 P.M. | Location of Public Opening: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771 |
| Applicant Name: <u>Absolute Sparkle</u> | Federal Employer ID Number or SS Number: <u>32-0183000</u> |
| Mailing Address: <u>1997 Warner Drive</u> <u>Chuluota, FL 32766</u> | If returning as a "No Submittal", state reason (if so, return only this page): |
| City, State, Zip: <u>Chuluota, FL 32766</u> | |
| Type of Entity: (Circle one) Corporation Partnership Proprietorship Joint Venture | X/ <u>Catrina Southall</u> Authorized Signature (Manual) |
| Incorporated in the State of: <u>Florida</u> | <u>(Please see)</u> |
| Telephone Number: <u>407-971-0088</u> | Typed Name: <u>Catrina Southall</u> |
| Toll Free Telephone Number: (800) | Title: <u>Owner / General Partner</u> |
| Fax Number: <u>407-971-0088</u> <u>407-977-0198</u> | Date: <u>May 2, 2007</u> |

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

The Applicant is expected to completely analyze the information contained in this Invitation for Bid 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.

1. REQUIRED SUBMITTALS

- A. Invitation for Bid: included as page 1
- B. Summary of Litigation:
No litigation, claim(s) or contract dispute(s) have been filed either by or against Absolute Sparkle in the past five (5) years.
- C. License Sanctions:
Absolute Sparkle has had no regulatory or license agency sanctions within the past five (5) years.
- D. Applicant's Certification:
Applicant's Certification Form Included as "Attachment C" page 8
- E. Conflict of Interest Statement:
Conflict of Interest Statement included as "Attachment A" page 6
- F. Compliance with the Public Records Law:
Compliance with the Public Records Law form included as "Attachment B" page 7
- G. Drug-Free Workplace:
Drug-Free Workplace form included as "Attachment D" page 9
- H. Taxpayer Identification Number (W-9 Form):
W-9 Form included as "Attachment E" page 10

2. PAST PERFORMANCES

A. Qualifications

Absolute Sparkle is a legally organized business maintained and operating in Seminole County, FL. Each partner has over 9 years experience in courier services. We are Minority/Women-Owned Business Enterprise Certified in Courier Services.

We currently perform similar services, such as, but not limited to, pick-up and delivery of parcels to and from other businesses for First United Mortgage Corporation located in downtown Orlando. Here we deliver payroll checks to each location and deliver time sensitive packages/parcels to clients. We have had no service failures and have always completed the work in a timely and professional manner. Nick's Properties utilized our courier services for (2) years without failures in delivering time sensitive material/parcel, and we've made deliveries for Southall Enterprises for (3) years in delivering materials/parcel to and from building sites without service failure. J and S Enterprises and Natinal Properties utilized our services for the past 4 years in delivering material/parcel to clients located in the Central/Northern Florida area. Culler Real Estate contracted with Absolute Sparkle for the past year to provide courier services to their company in delivering time sensitive documents to clients throughout the Central Florida area. Either of the aforementioned companies will attest to our never ending commitment towards customer service and timeliness.

References:

First United Mortgage Corporation

Tangela Whaley, Corporate Director

(407) 472-3606 ext. 106 290-9286

(407) 963-2533

~~(407) 472-3560 (fax)~~

205 South Eola Dr. Suite A

Orlando, FL 32801

Southall Enterprises

Kenneth Southall, Owner

(386) 316-9675

920 Kathy Street

Daytona Beach, FL 32114

J and S Enterprises

Susie Lawrence, President

1216 S.E. 12th Terr

Gainesville, FL 32641

(352) 371-0924

Natinal Properties

Brian Bradley, Property Manager

(352) 262-3023 352-271-1123

4509 NW 23rd Ave., Suite 4

Gainesville, FL 32607

L.M. Culler Real Estate

3102 Breakwater Ct.

Royal Palm Beach, FL 32411

(561) 801-2221

bx 561-840-2843

Nick's Properties

Dominic Johnson, Realtor

8075 Mall Pkwy.

Lithonia, GA 30038

(770) 332-4002

Deliveries in the
Central FL area

no fax
must
mail

B. List of Personnel:

Catrina Southall – Project Manager

Mark Southall – Courier

Antonio Herndon – Back-up driver

The Project Manager for the work proposed herein will be Katrina Southall. Katrina is the Project Manager for all operations of the company. She has been in the Courier Service business since 1995. Katrina earned her Bachelors of Science Degree in Business in 1994. She also is certified in Accounting. She is a former employee of 7 years with Orange County Government, which has afforded her the opportunity in understanding governmental procedures firsthand.

For the purposes of the work proposed, Antonio Herndon will be the back-up driver used whenever needed or if it is determined that a second driver is needed to complete all routes in an efficient manner. His conversion from back-up to full time will be at no additional cost to the County. At the time of his conversion, our second back-up driver will then be used. Antonio Herndon has a Bachelor's of Science Degree and has trained/worked in this capacity for over 9 years. Mr. Herndon is a former business owner since 1998. He worked in a similar capacity in delivering parcels/packages to businesses. Mr. Herndon is highly dependable and timely.

Mark Southall has an Associate of Science Degree. As co-owner of a prior courier service company, he is highly trained with 9 years of courier experience. He has vast knowledge in courier services and is an outstanding performer. For the purposes of the work proposed, he will be the primary driver. If weekends/after hours are needed by the County, we are flexible and will adhere to all changes as well as working during times of emergencies (i.e. hurricanes, tornados, etc.).

3. PRICE BID

Price Proposal Forms are included as "Exhibit A" page 11-13

Attachment A
Conflict of Interest Statement

STATE OF FLORIDA

COUNTY OF

Seminole

) ss

Before me, the undersigned authority, personally appeared Catrina Southall, who was duly sworn, deposes, and states:

1. I am the owner of Absolute Sparkle with a local office in Seminole County and principal office in Seminole County.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as **IFB600172-07/TLR - Courier Services Agreement**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 30 day of April, 2007.

Name of Affiant

Catrina Southall

Typed

Catrina Southall, Owner

Title

Sworn to and subscribed before me this 30th day of April, 2007.

Personally known _____

OR Produced identification

FLA. DLS340-101-72-520-0

(Type of identification)

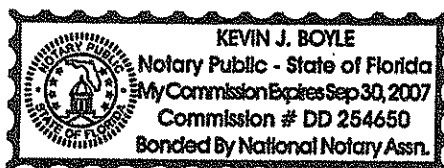
Notary Public - State of

Florida

My commission expires

Sept - 2007

Kevin J. Boyle
(Printed typed or stamped
commissioned name of notary public)



Attachment B
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: ABSOLUTE SPARKLE

Authorized representative (printed): CATRINA SOUTHALL

Authorized representative (signature): 

Date: May 2, 2007

Project Number: IFB-600172-07/TLR

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Attachment C
APPLICANT'S CERTIFICATION

I have carefully examined the Invitation for Bid, Instructions to Applicants, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Applicant interested in said submittal; and that the undersigned executed this Applicant's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business Absolute Sparkle

By:

Catrina Southall

Signature

Catrina Southall, General Partner

Name & Title, Typed or Printed

1997 Warner Dr.

Mailing Address

Chuluota, FL 32766

City, State, Zip Code

407, 971-0088

Telephone Number

Sworn to and subscribed before me

This 30th day of

April 2007

Kevin J. Boyle

Signature of Notary

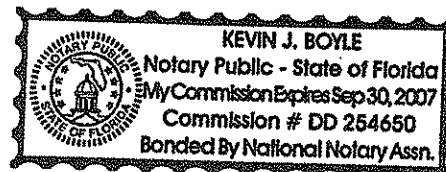
Notary Public, State of Florida

Personally Known

-OR-

Produced Identification FLA DL

Type: 5340-101-72-520-0



Attachment D
Drug-Free Work Place Form

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
ABSOLUTE SPARKLE does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name
ABSOLUTE SPARKLE

Business name, if different from above

Check appropriate box: ☒ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
1997 WARNER DRIVE

City, state, and ZIP code
CHULUOTA, FL 32766

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 0 |
|---|---|---|---|---|---|---|---|---|---|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 2 | 0 | 1 | 1 | 8 | 3 | 0 | 0 | 0 |
|---|---|---|---|---|---|---|---|---|---|

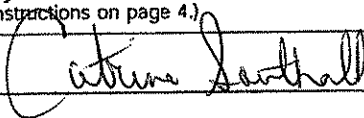
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **May 2, 2007**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Section
Price Proposal**

PROJECT: **COURIER SERVICES**
COUNTY CONTRACT NO. **IFB-600172-07/TLR**

Name of Proposer: ABSOLUTE SPARKLE

Mailing Address: 1997 WARNER DRIVE

Street Address: 1997 WARNER DRIVE

City/State/Zip: CHULUOTA, FL 32766

Phone Number: (407) 971-0088

FAX Number: (407) 971-0088

Pursuant to and in compliance with the solicitation, Instructions to Bidders, and the other documents relating thereto, the undersigned Applicant, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the required services, all in strict conformity with the Contract Documents, including Addenda Nos. _____ through _____, on file in the Purchasing and Contracts Division for the amount hereinafter set forth.

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

IN WITNESS WHEREOF, APPLICANT has hereunto executed this FORM this 2 day of May, 2007.

Absolute Sparkle
(Name of Applicant)

Catrina Southall
(Signature of person signing FORM)

Catrina Southall
(Printed name of person signing FORM)

Owner
(Title of person signing FORM)

A. Pick-up & delivery of mail, books/library materials, and Books By Mail packages one (1) time daily during hours of 8:30 A.M. to 5:00 P.M. for locations in Part "A".

| Stop | Per Stop Cost | Monthly Cost | Annual Cost for the Initial Year of the Contract |
|-------------------------|---------------|--------------|--|
| Stop 1 (start of Route) | \$ 32.45 | \$ 562.47 | \$ 6,749.60 |
| Stop 2 | \$ 25.93 | \$ 449.45 | \$ 5,393.44 |
| Stop 3 | \$ 25.02 | \$ 433.68 | \$ 5,204.16 |
| Stop 4 | \$ 25.45 | \$ 441.13 | \$ 5,293.60 |
| Stop 5 | \$ 25.17 | \$ 436.28 | \$ 5,235.36 |
| Stop 6 | \$ 15.66 | \$ 271.44 | \$ 3,257.28 |
| Stop 7 | \$ 32.41 | \$ 561.77 | \$ 6,741.28 |
| Stop 8 (end of Route) | \$ 26.06 | \$ 451.71 | \$ 5,420.48 |

B. Pick-up and delivery of payroll bi-weekly during the hours of 1:30 P.M. to 5:00 P.M. for all locations listed on Part "B".

| Stop | Per Stop Cost | Monthly Cost | Annual Cost for the Initial Year of the Contract |
|-------------------------|---------------|--------------|--|
| Stop 1 (start of Route) | \$ 10.17 | \$ 22.04 | \$ 264.42 |
| Stop 2 | \$ 11.16 | \$ 24.18 | \$ 290.16 |
| Stop 3 | \$ 13.02 | \$ 28.21 | \$ 338.52 |
| Stop 4 | \$ 10.54 | \$ 22.84 | \$ 274.04 |
| Stop 5 | \$ 10.55 | \$ 22.86 | \$ 274.30 |
| Stop 6 | \$ | \$ | \$ |

C. Pick-up and delivery for Community Services/Assistance

| Stop | Per Stop Cost | Monthly Cost | Annual Cost for the Initial Year of the Contract |
|---------|---------------|--------------|--|
| Route A | \$ 20.71 | \$ 448.72 | \$ 5384.60 |
| Route B | \$ 19.45 | \$ 421.42 | \$ 5057.00 |

D. Additions and/or deletions for the Initial Year of the Contract:Mail Delivery - Additions/Deletions: \$ 53,736.80 (per Stop)Payroll Delivery - Additions/Deletions: \$ 1,441.44 (per Stop)****ADDITIONS OR DELETIONS PER STOP CHARGED AT \$22.50/HR****NOTE: THE PROPOSED COST SHALL BE INCLUSIVE OF ALL ROUTES (A, B, AND C):****E. Annual Cost for the Second Year of the Contract:**Mail Delivery: \$ 55,941.27 Additions/Deletions: \$ ** (per Stop)Payroll Delivery: \$ 1,516.98 Additions/Deletions: \$ ** (per Stop)**F. Annual Cost for the Third Year of the Contract:**Mail Delivery: \$ 57,435.00 Additions/Deletions: \$ ** (per Stop)Payroll Delivery: \$ 1,611.32 Additions/Deletions: \$ ** (per Stop)Company Name: ABSOLUTE SPARKLE

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

RFP NUMBER: IFB-600172-07/TLR

RFP TITLE : Courier Services

DUE DATE: May 02, 2007, at 2:00 P.M.

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

PAGE: 1 of 1

| | RESPONSE -1- | RESPONSE -2- | RESPONSE -3- |
|--------------------------------|---|---|---|
| REQUIRED SUBMITTALS | Absolute Sparkle 1997 Warner Drive Chuluota, FL 32766 (407) 971-0088 – Phone (407) 971-0088 – Fax Catrina Southall | Coastal Courier, Inc. 3001 Aloma Avenue Winter Park, FL 32792 (407) 679-6640 – Phone (407) 679-2770 – Fax Bruce L. Scattergood | Hilldrup Moving & Storage 750 Central Florida Parkway Orlando, FL 32824 (407) 851-3040 – Phone (407) 856-0586 – Fax Kenneth E. Dearing |
| Base Bid | \$55,178.24 | \$57,264.00 | \$166,624.00 |
| Applicant's Certification | Yes | Yes | Yes |
| Conflict of Interest | Yes | Yes | Yes |
| Compliance w/Public Records | Yes | Yes | Yes |
| Drug Free Workplace | Yes | Yes | Yes |

STATUS

Received and tabulated by: T. Roberts, Sr. Procurement Analyst

Posted: 5/04/2007 at 2:45 pm

RECOMMENDED AWARD: Absolute Sparkle

BCC Award date: June 12, 2007

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Mutual Release and Cancellation of Lease between Seminole Community College and Seminole County for the EMS/Fire/Rescue Training Center

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Steve Howard

CONTACT: Meloney Lung

EXT: 5256

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Mutual Release and Cancellation of Lease between Seminole Community College EMS/Fire Rescue Training Center and Seminole County.

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

Seminole County EMS/Fire/Rescue purchased property in 2003 that was sufficient in size to accommodate multiple emergency response training disciplines. The facility was purchased specifically for emergency services training, spans 19 acres and had an industrial-built construction in excess of 40,000 square feet.

Seminole County worked with Seminole Community College (SCC) to develop an interlocal agreement that would lead to the inclusion of a burn building facility on the 19 acre property. Seminole Community College's District Board of Trustees approved the agreement on December 21, 2004.

The Board of County Commissioners approved the Interlocal Agreement Lease of Real Property by Seminole County with Seminole Community College (SCC) for the EMS/Fire/Rescue Training Center on January 1, 2005. The agreement allowed for the County to provide lease space of property for Seminole Community College to construct a burn building. Prior to a release for construction, Seminole Community College made the decision to construct the building on their campus. State requirements forced the move in order for SCC to remain compliant as a State Recognized Training Center forcing the Mutual Release and Cancellation of Lease between Seminole Community College and Seminole College.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Mutual Release and Cancellation of Lease between Seminole Community College EMS/Fire/Rescue Training Center and Seminole County.

ATTACHMENTS:

1. Agreement

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

MUTUAL RELEASE AND CANCELLATION OF LEASE

THIS MUTUAL RELEASE AND CANCELLATION OF THE INTERLOCAL AGREEMENT LEASE OF REAL PROPERTY BY SEMINOLE COUNTY WITH SCC FOR EMS/FIRE RESCUE TRAINING CENTER (the "Release") is entered into this _____ day of _____, 2007, between Seminole County, hereinafter referred to as "County," and Seminole Community College, hereinafter referred to as "SCC."

IN CONSIDERATION of the sum of TEN DOLLARS AND NO/100 (\$10.00), and other good and valuable consideration, the execution of this agreement and mutual separate agreements, covenants and warranties hereinafter contained, the receipt and sufficiency of which is acknowledged by each party, it is agreed, covenanted and warranted by and between the parties hereto as follows:

1. County and SCC cancel and terminate the Interlocal Agreement Lease of Real Property by Seminole County with SCC for EMS/Fire/Rescue Training Center (the "Lease") dated January 1, 2005, between the parties hereto for the real property consisting of a one acre portion of lot 5, Shuman's Addition to Eureka Hammock, as more particularly described in the attached Exhibit A, signed by SCC on December 21, 2004.
2. County and SCC hereby remise, release, acquit, and forever discharge each other from any claims relating to the Lease, including, but not limited to, all manner of action or actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, accountings, bills, specialties, covenants

Leases, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which County and SCC ever had, now have or which any personal representative, successor, heir or assign of County or SCC hereafter can, shall or may have against each other, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents; including, but not limited to, any claim or cause of action related to or arising from the Lease and the negotiations and representations related to the Lease.

3. Attached hereto as Exhibit A and incorporated herein by reference without limitation, is the subject document which is being canceled, terminated and held for naught by the parties hereto in their defined capacities for the consideration defined.

4. Facsimile Signatures: To facilitate execution, the parties hereto agree that this Mutual Release and Cancellation of the Interlocal Agreement Lease of Real Property by Seminole County with SCC for EMS/Fire/Rescue Training Center may be executed and telecopied to the other party and that the executed telecopy shall be binding and enforceable as an original.

IN WITNESS HEREOF, the parties have executed this agreement intending to be bound thereby on the date and year written below their signatures.

[End of text; signature page follows]

WITNESSES:

Linda D. Couels
Edwina Mockiff

SCC

DISTRICT BOARD OF TRUSTEES

By: Verdell Pugh Herne

Chairman

Date: 5/15/07

ATTEST:

MARYANNE MORSE

Clerk to the Board of

County Commissioners of

Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

By: _____

Chairman

Date: _____

As authorized for execution by

The Board of County Commissioners

in their _____, regular

meeting.

For use and reliance of Seminole County only.

Approved as to form and Legal sufficiency.

[Signature]

County Attorney

**INTERLOCAL AGREEMENT
LEASE OF REAL PROPERTY
BY SEMINOLE COUNTY WITH SCC
FOR EMS/FIRE/RESCUE TRAINING CENTER**

Approved by
District Board of Trustees
on 12/21/2004
Ed

THIS AGREEMENT is made and entered into on the 1st day of January, 2005 by SEMINOLE COUNTY, (hereinafter referred to as "COUNTY") a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 and SEMINOLE COMMUNITY COLLEGE, a political subdivision of the state of Florida, (hereinafter referred to as "SCC") whose address is 100 Weldon Boulevard, Sanford, Florida 32773.

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, was promulgated to permit local government units and public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities and agencies on the basis of mutual advantage; and,

WHEREAS, the COUNTY has experienced tremendous population growth in recent decades; and

WHEREAS, this population growth has led to the need for increased fire and safety protection; and

WHEREAS, this need for increased fire and safety protection requires additional trained personnel; and

WHEREAS, The COUNTY and SCC have successfully provided EMS, Fire, and Rescue training in Seminole County for many years; and

WHEREAS, the COUNTY has unanimously expressed interest in expanding its EMS, Fire, and Rescue training programs in the form of an EMS, Fire, and Rescue Training Center; and owns suitable property for its location; and,

WHEREAS, SCC through its District Board of Trustees also supports the creation of an EMS/Fire/Rescue Training Center; and

WHEREAS, SCC has obtained over nine hundred thousand dollars (\$900,000.00) in funding for the construction of an EMS/Fire/Rescue Training Center,

THEREFORE, the COUNTY and SCC agree to the following provisions as parties to this lease.

Purpose

The purpose of this agreement shall be the establishment of a relationship between Seminole Community College and Seminole County to develop an EMS, Fire, and Rescue Training Center (the "Training Center") in Seminole County.

1. **PROPERTY TO BE LEASED:** Under the authority granted to it by Section 125.38, Florida Statutes, the COUNTY leases to SCC real property (hereinafter referred to as "Property") which is located in Seminole County, Florida, and which has the following legal description:

A Leased Parcel consisting of a one acre portion of lot 5, Shuman's Addition to Eureka Hammock according to the Plat thereof as recorded in Plat Book 2, Page 53, of the Public Records of Seminole County, Florida, lying East of the Seaboard Coast Line Railroad Company Right of Way, together with the Easterly 65 feet of the said Seaboard Coast Line Railroad Company Right of Way lying within said Lot 5, which was conveyed to Overstreet Investment Company by deed dated July 10, 1979, from Seaboard Coast Line Railroad Company, and recorded in O.R. Book 1247, Page 1922, of the Public Records of Seminole County, Florida, in the area of the northeast corner of lot 5 running 200.00 feet west along the southern edge of Valentine Way thence 200.00 feet south along the east boundary of lot 5, containing 0.916 acres more or less as shown in Attachment A to this Agreement.

2. TERM OF THE LEASE; EARLY TERMINATION:

- (a) This lease shall have a term of forty (40) years, terminating on the fortieth anniversary of the effective date of this Lease.
- (b) This lease is contingent on SCC maintaining a serviceable Fire burn building on the Property.

However, this Lease shall automatically terminate beforehand, even if none of its other terms and conditions are breached, if SCC fails to commence construction of an EMS/Fire/Rescue burn building by June 1, 2005. The following constitutes commencing construction: the application for permits such as building permits or the like, or site preparation activities.

3. EFFECTIVE DATE OF THE LEASE:

- (a) This Lease shall become effective on January 1, 2005.

(b) Until such time that this Lease becomes effective, SCC shall not commence construction of the burn building, nor make any changes to the property in any manner.

4. AMOUNT AND PAYMENT OF RENT:

The Rent for the Property shall be a total of ONE DOLLAR (\$1.00) per year payable annually by SCC to the COUNTY. The first annual payment shall be due within thirty (30) days of the notification to SCC under Section 3(a). Subsequent payments shall be paid on each anniversary of the date this Lease went into effect. SCC may prepay the rent in total or in part at any time prior to the anniversary dates.

5. ACCEPTANCE OF PREMISES BY SCC:

Taking possession of the property by SCC shall be conclusive evidence against SCC that the property was in good and satisfactory condition at the time possession was taken by SCC.

6. USE OF THE LEASED PARCEL:

- a) SCC shall use the Property exclusively for construction and operation of an EMS/Fire/Rescue Training Burn Building and related educational instruction, and may erect on the parcel such building and improvements as it may desire to meet that use, so long as such building and improvements are in conformity with

federal, state and local laws, ordinances and regulations, particularly land development regulations.

- b) SCC will be responsible for 100% of the costs directly associated with the development of the Training Center and Property.
- c) SCC agrees to share with the COUNTY in expenses as defined in this Agreement to the surrounding property, utilities, easements, and environment necessitated by the development of the surrounding Training Center and Property. Such expenses shall be mutually agreed upon.
- d) SCC has the right to contract with others to conduct live burn exercises and deliver educational programs to support EMS/Fire/Rescue training
- e) SCC shall maintain its separate propane gas storage as required by National Fire Prevention Association standards. SCC shall have unrestricted access to its propane gas storage for its use in the Burn Building and for any required maintenance.
- f) The COUNTY shall maintain water and sewer service on the property which will be available for use in the Training Center.
- g) SCC shall be permitted to obtain, at its own expense, any other utility services necessary to support SCC's use of the Property.
- h) The COUNTY will make available the property survey and agrees to cooperate with SCC in updates to the survey.
- i) From time to time as agreed to between the parties, the COUNTY agrees to execute an easement as necessary to grant SCC the

right of access to the COUNTY's adjacent property, including use of the improvements located on the adjacent property such as the Training Building.

- j) SCC shall be granted an easement for ingress/egress from C.R. 419 to the Property.
- k) SCC shall be granted the necessary easements to allow use of the COUNTY's parking lot.
- l) The COUNTY agrees to execute such easements as are necessary to provide SCC with access to the gas storage area described in 6(e)
- m) SCC agrees to maintain and insure the burn building and leased property for the duration of the lease.

7. PROHIBITED ACTIVITIES:

SCC shall not, nor permit others to, use the property for a purpose or in a manner which is prohibited by the laws or regulations of the United States, the State of Florida or the COUNTY.

8. COVENANT OF QUIET ENJOYMENT:

The COUNTY agrees to permit SCC, upon faithful performance of the terms and covenants of this Lease, to peaceably and quietly have, hold, and enjoy the use of said premises for the purpose and for the term aforesaid.

9. ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS:

- (a) SCC shall not assign the Property, or any part thereof, without first obtaining the written consent of the COUNTY.
- (b) All rights, obligations and liabilities given to or imposed upon the COUNTY and SCC by this Lease shall extend to and bind jointly and severally their successors, permitted sublessees and * permitted assignees.
- (c) Neither this Lease nor the leasehold estate of SCC nor any interest of SCC under this Lease in the property or in the buildings or other improvements upon the property shall be subject to involuntary assignment, transfer or sale, or to assignment, transfer or sale by the operation of law in any manner except by statute.

10. STATUS OF IMPROVEMENTS AND EQUIPMENT WHEN LEASE EXPIRES:

- (a) All improvements, including fixtures, made to or placed upon the property by SCC, at the expiration of this Lease shall become the property of the COUNTY and shall be surrendered with the property to the COUNTY's control, if the COUNTY so desires. If the COUNTY does not so desire, SCC shall have the responsibility of having, at SCC's option, the improvements removed intact or removed after demolition. The right of the COUNTY to any improvements at expiration shall not be

construed as giving rise to any obligation on its part to provide any type of insurance coverage.

- (b) SCC shall remove all of its furniture, furnishings, property and equipment, and moveable trade fixtures, not constituting non-moveable fixtures, prior to the expiration of this Lease.

11. MAINTAINING THE PREMISES; TAXES:

- (a) SCC shall have the responsibility of maintaining the property and any improvements made upon it in accordance with the laws and regulations of the United States, the State of Florida or the COUNTY.
- (b) SCC shall pay, on a current basis, any taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease which arise from the use of the property by SCC, its assignees or sublessees for which SCC is not otherwise exempt from paying pursuant to state law.

12. INSURANCE:

- (a) SCC shall procure before taking possession of the property and maintain at all times during the term of this Lease, commercial general liability and casualty damage insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) and ONE MILLION DOLLARS (\$1,000,000) respectively. All such

insurance shall be written by a carrier licensed to do business and regularly doing business in the State of Florida. The COUNTY need not be named as an assured in any insurance policy required by this Section. However, if the COUNTY is not named, the policies shall contain a provision waiving all • subrogation rights against the COUNTY.

(b) Certified copies of the above policy or a certificate evidencing its existence or a policy binder shall be delivered to the COUNTY prior to SCC taking possession of the property. In the event a binder is delivered, it shall be replaced within fourteen (14) days by a certified copy or by a certificate of the policy. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving fourteen (14) days' written notice to the COUNTY.

(c) If SCC is self-insured as provided by Sections 1001.64 and 1004.725, Florida Statutes, it shall be deemed as having met the requirements of Sections (a) and (b) of this Section.

13. RESPONSIBILITY:

SCC and the COUNTY shall each be responsible for its own causes of action, suits, damages, claims, fees and costs (including attorneys' fees) arising from the negligent acts or omissions of SCC or the

COUNTY, respectively, or its trustees, officers, or employees. Nothing herein is intended to nor shall it be construed to be a waiver of sovereign immunity by SCC or the COUNTY, nor shall it be construed as consent by SCC or the COUNTY to be sued by third parties in any manner arising out of this agreement.

14. FULL OR PARTIAL BREACH OF THE LEASE:

If either the COUNTY or SCC fails to perform or otherwise breaches a provision of this Lease, the other party shall give the party failing to perform or otherwise in breach, written notice specifying the performance required or the breach to be repaired. If, after thirty (30) days, the party still has not performed or otherwise remains in breach, the second party may bring an action. All remedies shall be deemed cumulative and no one exclusive of the other.

15. NOTICES:

Whenever either party desires to give notice to the other, notice may be sent to:

SEMINOLE COUNTY:
J. Kevin Grace, County Manager
County Services Building
1101 East First Street
Sanford, Florida 32771

SCC:

District Board of Trustees of SCC

c/o Mr. Joseph A. Samovsky,
Vice President Administration and Business Services
100 Weldon Boulevard
Sanford, Florida 32773

Either the COUNTY or SCC may change the address at which they receive notice by providing written notification.

16. SAVINGS CLAUSE:

If any one or more provisions of this Lease is found by a court to be unenforceable for whatever reason, such a finding shall not affect any other provision of this Lease. This Lease shall be construed as if it had never contained the unenforceable provision(s).

17. APPLICABLE LAW:

This Lease shall be construed in accordance with statutory and case law of the State of Florida,

18. INTEGRATION CLAUSE; AMENDMENTS:

The COUNTY and SCC acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as expressed in this document, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in the manner of this Lease.

19. FURTHER ASSURANCES:

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, including all easements as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this lease.

THIS LEASE shall be deemed executed after signed as provided below.

WITNESSES:

Linda D. Cowels
Vanessa Wynn

SCC

DISTRICT BOARD OF TRUSTEES

By: Sid Miller

SID MILLER, Chairman

Date: 12-21-04

ATTEST:

Maryanne Morse

MARYANNE MORSE

Clerk to the Board of

County Commissioners of

Seminole County, Florida

BOARD OF COUNTY COMMISSIONERS

SEMINOLE COUNTY, FLORIDA

By: Carlton Hendley

Chairman

Date: 1-12-05

Fire Training Center Lease
Rev. 12/13/2004

As authorized for execution by
The Board of County Commissioners
in their Jan - 11, 2005 regular
meeting.

For use and reliance of Seminole County only. Approved as to form and Legal
sufficiency.



County Attorney

DESCRIPTION

DESCRIPTION:

Commencing at the Northeast corner of Lot 5, Shuman's Addition to Eureka Hammock thence along the North line of said Lot 5 S 89°25'49"W, a distance of 307.11 feet; thence departing said North line S 00°34'11"E, a distance of 67.26 feet to the POINT OF BEGINNING; thence the following courses and distances N 89°23'35"E, a distance of 200.00 feet; thence S 00°36'25"E, a distance of 200.00 feet; thence S 89°23'35"W, a distance of 200.00 feet; thence N 00°36'25"W, a distance of 200.00 feet to the POINT OF BEGINNING.

Containing 40,000 square feet, more or less.

NOTE:

Bearings shown hereon are based on the North line of Lot 5, Shuman's Addition to Eureka Hammock as recorded in Plat Book 2, Page 53, of the Public Records of Seminole County being S 89°25'49"W (assumed).

| | | | | |
|---|---|------------------------|--|----------|
| Sketch & Description FOR Seminole County | Date: December 9, 2004 DC | | CERT. NO. 182108 | 49920004 |
| | Job No.: 48920 | Scale: Not to Scale | SOUTHERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax (407)292-0141 email: info@southesternsurveying.com GARY E. KRICK P.S.M. REGISTERED LAND SURVEYOR NO. 4945 | |
| | CH. 81017-8, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. | | | |
| | SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH | | | |

SKETCH OF DESCRIPTION

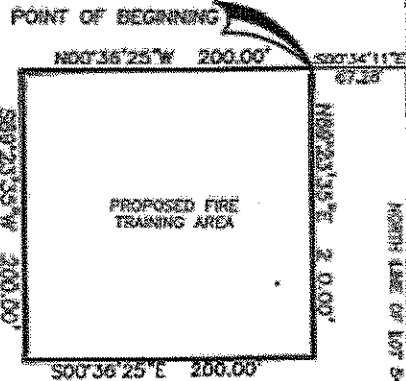
STATE ROAD 419
100' RIGHT-OF-WAY PER
2002-OF-WAY MAP SECTION 7200-1200



65' PER OFFICIAL RECORDS BOOK 1247,
PAGE 1322, SEMINOLE COUNTY, FLORIDA
ORIGINAL RAILROAD R/W LINE

LOTS
SHUMAN'S ADDITION TO EUREKA
HAMMOCK
PLAT BOOK 2, PAGE 53
SEMINOLE COUNTY, FLORIDA

THE SOUTH 85' OF LOT 3 OF
SHUMAN'S ADDITION TO EUREKA
HAMMOCK
PLAT BOOK 2, PAGE 53
SEMINOLE COUNTY, FLORIDA



VALENTINE WAY

LOTS
SHUMAN'S ADDITION TO EUREKA
HAMMOCK
PLAT BOOK 2, PAGE 53
SEMINOLE COUNTY, FLORIDA

POINT OF COMMENCEMENT
NORTHEAST CORNER OF
LOT 6 SHUMAN'S ADDITION
TO EUREKA HAMMOCK
PLAT BOOK 2, PAGE 53



SOUTHERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32836-4558
(407) 292-8580 fax (407) 292-0141
email: info@southesternsurveying.com

Drawing No. 48920054
Date: 12/09/2004
Sheet 2 OF 2
See Sheet 1 for Description
& Surveyor's Report

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Assignment of Mortgage to C. Wynters Investments, Inc., to Conclude and Settle Litigation (Seminole County Government vs. Satyra Pitts-Williams et al, Case #06-CC-1328-20-S)

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Josie Delgado

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Assignment of Mortgage in consideration of receipt of \$7,500, regarding the SHIP/HOME affordable housing mortgage referenced therein which is presently in protracted foreclosure litigation (Seminole County Government vs. Satyra Pitts-Williams et al, Case #06-CC-1328-20-S).

District 5 Brenda Carey

David Medley

BACKGROUND:

On March 21, 1996, Ms. Satyra G. Pitts, a.k.a Satyra Pitts-Williams, received Down Payment Assistance (SHIP/HOME funds) in the amount of \$10,000.00 to purchase real estate property located at 416 San Carlos Avenue, Sanford, Florida 32771, Parcel No. #30-19-31-516-0100-024A. In accordance with the terms of the Second Mortgage Note and deed, said deferred loan has an affordability period of thirty (30) years. The maturity date for this deferred loan is March 21, 2026.

Approximately five (5) years into the original thirty (30) year affordability period, Seminole County became aware of the fact that Ms. Pitts had abandoned the residence, having sold it to two (2) different investors whose deeds were found in the public records and that the property was being used as income producing rental property. In response to the discovery, Seminole County made written demand for full payment from Ms. Pitts, followed by initiation of the foreclosure case after some difficulty in ascertaining her current address. The suit was filed on March 30, 2006.

On April 20, 2006, the County Attorney's office received the first of two offers of a form of settlement from one of the defendants who had earlier taken title from Ms. Pitts-Williams. This person, who took title as a Trustee, offered to pay the entire Ten Thousand Dollars (\$10,000) principal balance of the mortgage, conditioned upon our assignment of the mortgage to him. Because the SHIP statutes, regulations, the text of the mortgage itself and County's Local Housing Assistance Plan did not contemplate such an assignment of mortgage as a method for recapture of funds, and because Seminole County had never before been faced with that option, the County Attorney's office requested approval from Florida Housing Finance Corporation (FHFC) before making any recommendations on an assignment of mortgage. That April 21, 2006 written request for direction was approved by FHFC. Copies of that correspondence are attached hereto.

Subsequent to the original offer, the Trustee elected not to proceed because of further complications in the litigation which included another lawsuit among the competing claimants to the title for the subject property. However, on April 15, 2007 and in the shadow of a recently filed foreclosure by the first mortgagee of the property, the attorney for the Trustee, Adrien Love renewed his interest in the assignment of mortgage and offered the sum of \$7,500, which was tentatively accepted by the Department Director, subject to Board approval and execution of the subject Assignment of Mortgage. The check in the amount of \$7,500 from the attorney's trust account has been received and deposited. A copy of the check is also attached hereto.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Assignment of Mortgage in consideration of receipt of \$7,500, regarding the SHIP/HOME affordable housing mortgage referenced therein which is presently in protracted foreclosure litigation (Seminole County Government vs. Satyra Pitts-Williams et al, Case #06-CC-1328-20-S).

ATTACHMENTS:

1. SHIP Second Mortgage, Note & Deed
2. Foreclosure Action
3. Request for Approval from Florida Housing
4. Response to Request for Approval from Florida Housing
5. Copy of Settlement Check
6. Assignment of Mortgage

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the
 21st day of March 1996 by and between Satyra G. Pitts, single
 and n/a hereinafter referred to the "Mortgagor" 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 the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
 include all parties to this instrument, the heirs, legal representatives
 and assigns of individuals and the successors and assigns of
 corporations; and the term "note" include in all the notes herein
 described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in
 consideration of the aggregate sum named in the Second Mortgage Note of even date
 herewith (\$ 10,000.00), hereinafter described, the Mortgagor hereby grants,
 bargains, sells, assigns, premises, conveys and confirms unto the Mortgagee all the
 certain land of which the Mortgagor is now seized and in possession situated in
 Seminole County, Florida, viz:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
 the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
 seized of said land in fee simple; that the Mortgagor has good right and lawful authority
 to convey said land as aforesaid; that the Mortgagor will make such further assurances
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be
 required; that the Mortgagor hereby full warrants the title to said land and will defend
 the same against the lawful claims of all persons whomsoever, and that said land is
 free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE
 COUNTY AND IS EXEMPT FROM PAYMENT
 OF INTANGIBLE PERSONAL PROPERTY
 TAX AND DOCUMENTARY STAMP EXCISE
 TAX ON DOCUMENTS PURSUANT TO
 SECTIONS 420.513(1) AND 199.185(1)(d),
 FLORIDA STATUTES

This instrument was prepared by:
 LAURA L. MCKEE
 SEMINOLE TITLE AND GUARANTY CORPORATION
 600 WEST FIRST STREET
 SANFORD, FL 32771

OFFICIAL RECORDS
 BOOK 3049 PAGE 1671
 SEMINOLE CO. CLERK OF CIRCUIT COURT
 821759
 MARYANNE MORSE
 SEMINOLE COUNTY, FL
 RECORDED & VERIFIED
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Seminole County Homeownership Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute default under this instrument. The institution of a mortgage or lien foreclosure proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains

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Seminole County Homeownership Assistance Program



occupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased, for (check applicable) five (5) years, twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN FIVE (5) YEARS, TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of Ten Thousand and 00/100 dollars (\$ 10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: LAURA L. McKEE

Print Name: Satyra G. Pitts

416 SAN CARLOS AVENUE
SANFORD, FLORIDA 32771

Print Name: ROBERTA BLISS

Print Name: _____

Print Name: _____

Print Name: _____

Seminole County Homeownership Assistance Program

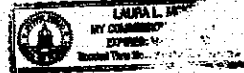
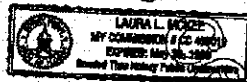


STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21ST day of MARCH, 1999
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared SATYRA G. PITTS
and N/A who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced SATISFACTORY EVIDENCE as identification and who did
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Laura L. McKee
Name: LAURA L. MCKEE
Notary Public
Serial Number CC 459019
Commission Expires: 5/28/99



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3049 1674



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SEMINOLE CO. FL.

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTH 45 FEET OF LOT 24 AND THE NORTH 5 FEET OF LOT 25, BLOCK 1, FAIRVIEW, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707



EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$10,000.00

COPY

OFFICIAL RECORDS
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FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand Dollars -- (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) or X thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home, and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to five (5) twenty (20) thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

(C) (M) (S) (L) (T) (R) (C)

Seminole County Homeownership Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 189.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
LAURA L. McKEE
KATFF TITLE AND GUARANTY CORPORATION
200 WEST FIRST STREET
SANFORD, FL 32771

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BOOK 3049
PAGE 677
SEMINOLE COUNTY, FL.

1. The sale, transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Seminole County Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives present and future protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed to mean the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name: LAURA L. McKEE

Print Name: Satyra G. Pitts

416 SAN CARLOS AVENUE
SANFORD, FLORIDA 32771

Print Name: ROBERTA BLISS

Print Name: _____

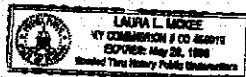
Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 21ST day of MARCH, 1996 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SATYRA G. PITTS and _____ who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced SATISFACTORY EVIDENCE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name: LAURA L. McKEE
Notary Public
Serial Number CC 458013
Commission Expires 5/26/98

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PAGE

3049
1678

COPY

Prepared by:
Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Coord.
c/o Greater Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, FL 32707

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Satyra G. Pitts
Property Address: 416 San Carlos Ave.
Sanford, FL 32771

This Agreement is entered into this 20th day of December, 1995 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Satyra G. Pitts (hereinafter "HOMEBUYER")

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD") to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq.) as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County* and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD. *Chamber of Commerce

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$ 10,000.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, _____ has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

Greater Seminole County Chamber of Commerce

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70491680
SEMINOLE
FL.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
b) Environmental review ☐ Applicable ☒ Not Applicable

c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/expected ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead paint

☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest - no conflict found

f) Disbarment and suspension - Not applicable

g) Flood Insurance

h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

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3049 1681
SEMI-ANNUAL
CO. FL.

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable, in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of five (5), twenty (20) or thirty (30) years, as applicable.

OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Veru Mantzaris
MARY VERU MANTZARIS

SEMINOLE COUNTY, FLORIDA

Ron H. Rabun
RON H. RABUN, County Manager

WITNESSES

Judith Foster
JUDITH FOSTER

Date: 3/12/96

HOMEBUYER

Satya G. Pitts
Satya G. Pitts
Date: 12/20/95

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 7th day of March 1996, by Satya G. Pitts who is personally known to me or who has produced driver's license as identification.

Barbara J. Dunn

Print Name Barbara J. Dunn

Notary Public in and for the County and State Aforementioned.

My commission expires: 8/11/98

BARBARA J. DUNN
My Comm. Exp. 8/11/98
Bonded By Service Inc.
No. 00480088
I am duly sworn ☒ / Not a Notary

DL # 820-787-72-964-0

IN THE COUNTY COURT OF THE
EIGHTEENTH JUDICIAL CIRCUIT, IN
AND FOR SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, FLORIDA.

CASE NUMBER:

06-CC-132F205

Plaintiff,

vs.

SATYRA G. PITTS A/K/A SATYRA
PITTS-WILLIAMS, IF LIVING AND IF
DEAD, HER HEIRS, DEVISEES,
GRANTEES, ASSIGNEES, LIENORS,
CREDITORS, TRUSTEES, AND ALL
OTHER PARTIES CLAIMING AN
INTEREST BY THROUGH OR AGAINST
SATYRA G. PITTS OAK/A SATYRA
PITTS-WILLIAMS; ADRIEN LOVE,
TRUSTEE; LORRAINE E. WHITTAKER
A/K/A LORRAINE WHITTAKER; HER
HEIRS, DEVISEES, GRANTEES,
ASSIGNEES, LIENORS, CREDITORS,
TRUSTEES, AND ALL OTHER PARTIES
CLAIMING AN INTEREST BY THROUGH
OR AGAINST SUCH PERSONS TIFFANY
SMITH A/K/A TIFFANY M. SMITH, A
PURPORTED PAST OR PRESENT
TENANT; JOHN DOE, AN UNKNOWN
TENANT; MARY DOE, AN UNKNOWN
TENANT,

Defendants.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06185 Pg 1690 - 1691; (2pgs)
CLERK'S # 2006052925
RECORDED 04/03/2006 03:37:39 PM
RECORDING FEE \$ 0.00
RECORDED BY L. McKinley

06 APR 03 AM 8:12

LTS

TO THE ABOVE STYLED DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED of the institution of this action by
Plaintiff against you seeking to foreclose a mortgage on the following
property in Seminole County, Florida:

THE SOUTH 45 FEET OF LOT 24 AND THE NORTH 5 FEET OF LOT 25,
BLOCK 1, FAIRVIEW, AS RECORDED IN PLAT BOOK 4, PAGE 71 FO
THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 30-19-31-516-0100-024A

including the buildings and appurtenances located thereon and together with the furniture, furnishings and fixtures situate therein and located thereon.

DATED this 30th day of March, 2006.

ROBERT A. McMILLAN
County Attorney
For Seminole County, Florida
Florida Bar No. 0182655
Seminole County Services Bldg.
1101 East First Street
Sanford, Florida 32771
Telephone (407) 665-7254
Facsimile (407) 665-7259
Attorney for Seminole County

By: 

ARNOLD W. SCHNEIDER
Assistant County Attorney
Florida Bar No. 0183156

SEMINOLE COUNTY ATTORNEY'S OFFICE

1101 EAST FIRST STREET • SANFORD • FLORIDA 32771-1468 • TELEPHONE (407) 665-7254 • FAX (407) 665-7259

April 21, 2006

Mr. Robert Dearduff, SHIP Administrator
Ms. Darlene Raker, SHIP Program Manager
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, FL 32301

04-24-06A08:07 RCVD

Tel. 850-488-4197

VIA FAX TO 850-488-9809

Re: *Seminole County, Florida v. Satyra G. Pitts a/k/a Satyra Pitts-Williams; et al*
Case No. 06-CC-1328-20-S

Dear Mr. Dearduff and Ms. Raker:

The purpose of this letter is to make you aware of a rather unusual set of circumstances regarding the above described foreclosure litigation and to obtain your acquiescence in an offer of settlement from one of the defendants that offers to refund the entire balance of the original SHIP mortgage. A brief synopsis of the salient facts and circumstances follows.

In 1999, the County originated a \$10,000 SHIP downpayment mortgage to a single woman named Satyra Pitts (a/k/a Satyra Pitts-Williams). Approximately 5 years into the original 30 year affordability period, the County became aware of the fact that Ms. Pitts had abandoned the residence, having sold it to two different investors whose deeds were found in the public records and that the property was being used as income producing rental property. In reaction to that discovery, the County made written demand for full payment from Ms. Pitts, followed by initiation of the foreclosure case after some difficulty in ascertaining her current address. The suit was filed on March 30, 2006.

Yesterday, this office received an offer of settlement from one of the defendants who took title from Ms. Pitts-Williams and who stands to lose the most if the foreclosure is consummated. This person, who took title as a trustee, has offered to pay the entire \$10,000 principal balance of the mortgage, conditioned upon our assignment of the mortgage to him. Presumably, this would afford him legal standing to pursue his own legal and equitable remedies against Ms. Pitts-Williams. In that circumstance, this office would file a notice of voluntary dismissal of the suit and reinvest the \$10,000 into the affordable housing trust fund to be re-lent to a new, deserving and qualified candidate. Naturally, County staff desires to obtain full settlement of the money without the time and expense of further litigation.

Because the SHIP statutes, regulations, the text of the mortgage itself and the County's current Local Housing Assistance Plan do not contemplate such an assignment of mortgage, and because this County has never been faced with that option, I want to be sure that your agency is comfortable with such an assignment before this office recommends approval of the settlement proposal to the Claims Committee and the Board of County Commissioners.

Accordingly, your official response is requested at your earliest convenience. Please call the undersigned if you have any questions or need any supporting documentation. Looking forward to your reply, I am

Sincerely yours,

Arnold W. Schneider
Assistant County Attorney

cc: David Medley, Manager, Community Assistance Division
Alice Gilmartin, Principal Coordinator, Community Assistance Division
Josie Delgado, Sr. Staff Assistant, Community Assistance Division

Schneider, Arnold

From: Robert Dearduff [Robert.Dearduff@floridahousing.org]

Sent: Friday, April 28, 2006 2:20 PM

To: Schneider, Arnold

Subject: Letter of April 21, 2006

Mr. Schneider:

I have received and reviewed your letter of April 21, 2006 regarding the foreclosure issue on Satyra Pitts.

The short answer is that the questions you are asking are local issues to which Florida Housing does not dictate. There is no objection to transferring the mortgage if that is what the county chooses to do. The only requirement that we would emphasize is that if the funds are recaptured, they are used for eligible housing and eligible recipients.

Thanks.

Robert Dearduff
SHIP Administrator

4/28/2006

Bank of America

Cashier's Check

No. 5456374

Notice to Purchaser: In the event this check is lost, misplaced or stolen, a stop statement and 90 day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date MAY 07, 2007

30-1/1140
NTX

Banking
Center

TUSEAWILLA BANKING CENTER

0109039 00008 005456374

C. WYNTERS INV.
Remitter (Purchased By)

\$ **7500.00**

Pay **SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS**

To
The
Order
Of
BOARD OF SEMINOLE COUNTY COMMISSIONERS

Authorized Signature

Bank of America, N.A.
San Antonio, Texas

VOID AFTER 90 DAYS

⑈5456374⑈ ⑆114000019⑆ 001641002054⑈

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

This document was prepared by:
Arnold W. Schneider, Esq.
Assistant County Attorney
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

ASSIGNMENT OF MORTGAGE, NOTE AND AGREEMENT

SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter called "Assignor"), acting by and through its Board of County Commissioners, in consideration for value received in the amount of **SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00)**, the receipt of which is hereby acknowledged, does hereby assign, transfer and convey to **C WYNTERS INVESTMENTS, INC.**, a Florida for profit corporation, whose address is 15703 Red Bug Lake Road, suite 312, Winter Springs, Florida 32708 (the "Assignee"), that certain Second Mortgage Deed and Promissory Note, attached as Exhibit B thereto, both instruments dated March 21, 1996 and recorded in Official Records Book 3049, Pages 1671 through and including 1679 of the Public Records of Seminole County, Florida and that certain Homebuyer Program Assistance Agreement dated December 20, 1995 and recorded in Official Records Book 3049, Pages 1680 through and including 1682 of the Public Records of Seminole County, Florida, all of which were made and executed by Satyra Pitts, a/k/a Satyra Pitts-Williams given to and in favor of Seminole County as a purchase money mortgage and which encumbered that certain parcel of real property legally described as follows:

THE SOUTH 45 FEET OF LOT 24 AND THE NORTH 5 FEET OF LOT 25,
BLOCK 1, FAIRVIEW, AS RECORDED IN PLAT BOOK 4, PAGE 71 OF
THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 30-19-31-516-0100-024A

Such Mortgage, Note and Agreement having been given to secure payment of **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)**, together with all interest, rights and obligations accrued or to accrue under such instruments.

TO HAVE AND TO HOLD the same unto Assignee, his successors and assigns forever, subject only to the terms and conditions of the above described instruments.

IN WITNESS WHEREOF the Assignor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, this ____ day of _____, 2006.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to Agreement Seminole County/Corinthian Builders, Inc. SHIP Program Developer Agreement for Program Year 2005-2006

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Shelly Mchaney

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to the Seminole County/Corinthian Builders, Inc. SHIP Program Developer Agreement for Program Year 2005-2006 which extends the completion date to July 31, 2007. (Shelley McHaney)

District 5 Brenda Carey

Shelley McHaney

BACKGROUND:

On August 8, 2006, the Board of County Commissioners (Board) approved the Seminole County/Corinthian Builders, Inc. SHIP Program Developer Agreement for Program Year 2005-2006.

This Agreement was for Corinthian Builders, Inc. (Corinthian), of Sanford, an approved affordable housing contractor with the County, to purchase property (vacant land), provide required infrastructure improvements and construct six (6) four (4) bedroom town homes located on West 6th Street in the Goldsboro Community. Each town home is currently under contract for purchase by a homebuyer/s who is income eligible and a participant in the SHIP Homeownership Program. Four (4) of the town homes are under contract with very low income households and two (2) town homes are under contract with low income households.

The Agreement required a Project completion date of May 31, 2007. This date could not be achieved due to unanticipated delays in the issuance of permits, testing, and approvals of the project's water distribution and sewer collection lines by the Florida Department of Environmental Protection and the City of Sanford. Therefore, to ensure project completion, staff is requesting an extension of the Agreement through July 31, 2007. This extension allows ample time for project completion.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to the Seminole County/Corinthian Builders, Inc. SHIP Program Developer Agreement for Program Year 2005-2006 which extends the completion date to July 31, 2007.

ATTACHMENTS:

1. Agreement
2. Developer Commitment Agreement

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

**FIRST AMENDMENT TO AGREEMENT
SEMINOLE COUNTY/CORINTHIAN BUILDERS, INC.
SHIP PROGRAM DEVELOPER AGREEMENT
FOR PROGRAM YEAR 2005-2006**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as "COUNTY," and **CORINTHIAN BUILDERS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 209 W. First Street, Sanford, Florida 32771, hereinafter referred to as "CORINTHIAN".

W I T N E S S E T H:

WHEREAS, COUNTY and CORINTHIAN heretofore entered into that certain SHIP Program Developer Agreement For Program Year 2005-2006, dated August 10, 2006 (the "Agreement") for the purpose of constructing up to six (6) townhomes for Low and Very Low Income households in Seminole County; and

WHEREAS, the Agreement required a Project completion date of May 31, 2007 which has been delayed due to unanticipated slowness in the issuance of permits, testing, and approvals of the project's water distribution and sewer collection lines by the Florida Department of Environmental Protection and the City of Sanford; and

WHEREAS, the parties agree that a reasonable extension of time is necessary for Project completion and for the term of the Agreement from May 31, 2007 to July 31, 2007;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other

good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

1. Section 4 of the Agreement is hereby amended as follows:

"Section 4. Term. CORINTHIAN shall fully perform the Project on or before ~~May 31, 2007~~ July 31, 2007 which date shall also be the termination date of this Agreement unless otherwise terminated or extended by the Parties. The foregoing notwithstanding, Sections 7(a)4, 7(a)5, 11, 12, 13, 17, 21(i) and 23 of this Agreement shall remain effective for their purposes beyond the termination date."

2. Section 7 of the Agreement is hereby amended as follows:

"Section 7. Reporting Requirements.

(a) In addition to the documentation required by Section 5(d) for payment purposes, CORINTHIAN shall submit the following financial documentation to COUNTY:

(1) At or prior to the time of commencement of Project construction, a construction timetable chart, and draw schedule.

(2) A completed monthly report in the form of attached Exhibit "C" on or before the fifteenth (15th) day of each month during the term of this Agreement.


(3) A summary of the number of housing units currently under construction, percentage of completion of the unit(s), and those completed;

(4) CORINTHIAN shall provide an End of Project Report in the form of attached Exhibit "D" on or before ~~June 30, 2007~~ August 31, 2007.

(5) A final cumulative statement of all costs of materials and services rendered pursuant to this Agreement. Said statement shall include any costs and charges not previously invoiced. COUNTY shall not be liable for payment of any costs or charges not included in the final cumulative statement or reported thereafter. Said statement shall be due on or before ~~June 30, 2007~~ August 31, 2007.

(b) Failure by CORINTHIAN to submit any required report as required by this Section shall allow COUNTY to withhold reimbursement to CORINTHIAN for any one or all six (6) affordable housing units until such report is submitted to COUNTY as required herein.

(c) COUNTY, FHFC, and the general public shall have access to and be provided copies of any and all of CORINTHIAN's records pertaining to activities depicted in this Agreement."

3. Section 17 of the Agreement  is hereby amended as follows:

"Section 17. Unused funds. In the event that COUNTY issues any funds to CORINTHIAN or its vendors which are not expended pursuant to the terms of this Agreement, such funds shall be returned to COUNTY on or before ~~June 30, 2007~~ August 31, 2007."

4. All other terms and provisions of the Agreement and all Exhibits thereto which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

5. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision

of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

6. This First Amendment shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment Agreement to be executed:

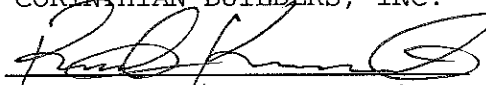
ATTEST:


Secretary

[CORPORATE SEAL]

CORINTHIAN BUILDERS, INC.

By:


RICHARD KOVACSIK, President



Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

CARLTON HENLEY, Chairman

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

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

County Attorney

AWS:jjr
04/27/07

P:\Users\aschneider\Affordable Housing\1st Amendment - Corinthian Bldrs..doc

CORINTHIAN TOWNHOMES
WEST 6TH STREET
SANFORD, FLORIDA

ATTACHMENT 1
SHIP PROGRAM COST ANALYSIS

SHIP Development Costs

| | |
|-------------------------------------|---------------------|
| Property Acquisition | \$60,000.00 |
| Infrastructure Improvements | \$110,000.00 |
| Developer's Fee | <u>\$30,000.00</u> |
| Total SHIP Development Costs | \$200,000.00 |

SHIP development cost per unit \$33,333.00

| | |
|--|---------------------|
| Sales/Purchase Price | |
| 6 units @ \$150,160.00 per unit paid by SHIP | \$900,960.00 |
| Estimated closing costs | |
| 6 units @ \$3,200.00 per unit paid by SHIP | <u>\$19,200.00</u> |
| Total Sales/Purchase Price and Estimated Closing Costs paid by SHIP | \$920,160.00 |

Total SHIP Costs For Project **\$1,120,160.00**

Total Sales Price and Estimated Closing Costs Per Unit Paid By Seminole County SHIP \$153,360.00

| | |
|---|--------------|
| SHIP Deferred 30 Year 0% Interest Mortgage to Homebuyer (Forgiven after 30 Years) | \$138,360.00 |
| SHIP Mortgage/Note to be paid by Homebuyer 30 Year 2% interest | \$15,000.00 |
| Monthly Mortgage Payments to Seminole County by Homebuyer per month for 30 Years | \$56.00 |

Total SHIP investment per unit including development and sales/purchase and closing costs **\$186,693.00**

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

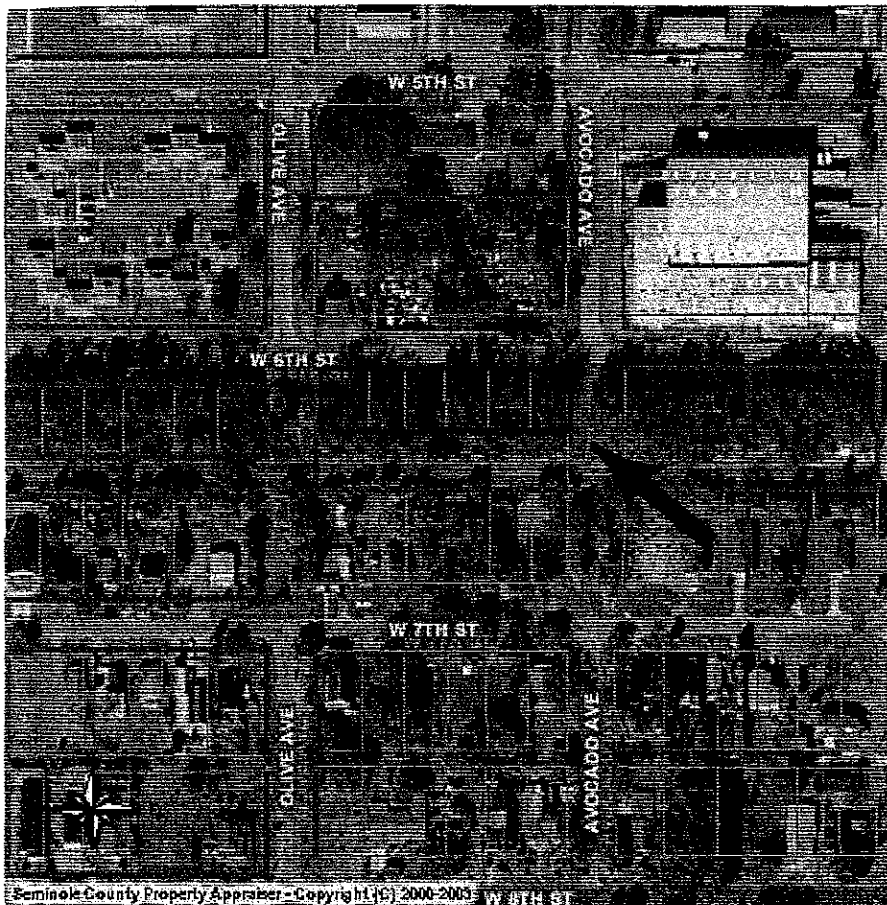
Attachment 2

Photograph of Building Exterior/Aerial Photograph of the Project Location in Goldsboro

Similar Construction but with Regular Shingles in lieu of a Tile Roof



Aerial Photograph of the Project Location in Goldsboro
(South of the Sanford Housing Authority Buildings and East of the Train Station)



ATTACHMENT 3

SEMINOLE COUNTY/CORINTHIAN BUILDERS, INC.
SHIP PROGRAM DEVELOPER AGREEMENT
FOR PROGRAM YEAR 2005-2006

THIS AGREEMENT is made and entered into this 10 day of Aug., 2006, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as the "COUNTY," and CORINTHIAN BUILDERS, INC., duly authorized to conduct business in the State of Florida, whose address is 209 W. First Street, Sanford, Florida 32771, hereinafter referred to as "CORINTHIAN".

W I T N E S S E T H:

WHEREAS, the COUNTY has adopted the Seminole County Local Housing Assistance Plan and participates in the Florida SHIP Program to make affordable housing available to citizens of Seminole County, Florida who are of low income or very low income and/or with special housing needs; and

WHEREAS, CORINTHIAN is a corporation duly authorized to conduct business in the State of Florida, engaged in the acquisition, construction, rehabilitation and sale of affordable housing to Low Income and Very Low Income households; and

WHEREAS, the COUNTY and CORINTHIAN wish to collaborate in the construction of up to six (6) four bedroom townhomes for Low Income and Very Low Income households in Seminole County as defined and detailed herein and in Exhibits "A" and "B" to this Agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and representations contained herein and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and CORINTHIAN agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

"Affordability period" shall mean the length of time for which a housing unit built with SHIP funding hereunder must be owner occupied by a Low Income or Very Low Income household, which shall be for a term of ten (10) years from the date a unit is purchased by an income qualified buyer.

"CD Administrator" shall mean the COUNTY's Community Assistance Division Manager.

"COUNTY approval" shall mean written approval by the Community Services Department Director, the Community Assistance Division Manager, or their designee.

"FHFC" shall mean the Florida Housing Finance Corporation.

"Low Income" shall mean gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area.

"Parties" shall mean CORINTHIAN and the COUNTY with respect to this Agreement.

"Project" shall mean the acquisition of a suitable parcel of real property and the construction of six (6) four bedroom townhomes along with all attendant infrastructures, landscaping and appliances for occupancy by Low Income and Very Low Income households in Seminole County. Four (4) of the six (6) units shall be for purchase by pre-

qualified Very Low Income households and two (2) units shall be for a pre-qualified Low Income households. The Project is more fully described in Exhibit "A", Attachment 1, thereto and Exhibit "B" to this Agreement, both of which are fully incorporated herein by reference. Project shall also include CORINTHIAN's execution and recording of a Restrictive Use Covenant in the form of Exhibit "F" to this Agreement prior to or simultaneously with CORINTHIAN's sale of each townhome to the income qualified purchaser(s).

"Property" or "Properties" shall mean those six (6) townhomes acquired and constructed by CORINTHIAN from SHIP funds provided under this Agreement for the benefit of Low Income or Very Low Income households in Seminole County and which are subject to the Affordability Period and a Restrictive Use Covenant on the particular real property parcel described as follows:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 8, TIER 15, SEMINOLE PARK,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2,
PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No. 25-19-30-5AI-0815-0010

"Restrictive Use Covenant" shall mean that instrument in the form attached as Exhibit "F" to this Agreement and which restricts the use of the Properties for occupancy by Low Income and Very Low Income households for the ten (10) year Affordability Period commencing with date of purchase of a unit by an income qualified person or household.

"SHIP Program" shall mean the State Housing Initiatives Partnership Program authorized by Part VII, Chapter 420, Florida Statutes.

"SHIP Regulations and Policies" shall collectively mean Chapter 67-37, Florida Administrative Code (F.A.C.), Chapter 420, Part VII, Florida Statutes and COUNTY's approved Local Housing Assistance Plan (LHAP) as they may be amended from time to time.

"Very Low Income" shall mean gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area.

Section 3. Statement of Work.

(a) CORINTHIAN, in a manner satisfactory to the COUNTY, shall perform or cause to be performed the Project, as defined above and described in Exhibit "A", Scope of Services, according to the specifications set forth in Attachment 1 to Exhibit "A" and Exhibit "B", Project Budget, both exhibits being attached hereto and incorporated herein by reference. Project services shall be performed, except as otherwise specifically stated herein, by CORINTHIAN itself or only by persons or instrumentalities solely under the dominion and control of CORINTHIAN. Execution of this Agreement shall be a condition precedent to any distribution of SHIP funds by COUNTY to CORINTHIAN.

(b) At or prior to the time CORINTHIAN completes construction of each unit and conveys it to an income qualified buyer, CORINTHIAN shall execute, record and deliver to COUNTY a Restrictive Use Covenant, as prepared by the COUNTY Attorney's Office for purposes of compliance with the SHIP Affordability Period and Affordable Housing purposes. The form of Restrictive Use Covenant is attached as Exhibit "F" to this Agreement and is incorporated herein by reference. Failure of

CORINTHIAN to comply with this provision shall constitute an event of default and shall be grounds for unilateral termination of this Agreement.

Section 4. Term. CORINTHIAN shall fully perform the Project on or before May 31, 2007, which date shall also be the termination date of this Agreement unless otherwise terminated or extended by the Parties. The foregoing notwithstanding, Sections 11, 12, 13, 21(i) and 23 of this Agreement shall remain effective for their purposes beyond the termination date.

Section 5. Payment.

(a) The COUNTY shall reimburse CORINTHIAN for Project costs upon receipt of appropriate invoicing and documentation, an amount not to exceed THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE 33/100 DOLLARS (\$33,333.33) per affordable housing unit up to a maximum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for all six (6) townhomes. Complete disbursement of funds by COUNTY to CORINTHIAN shall be further contingent upon the issuance of certificates of occupancy by the appropriate building official.

(b) In no event shall the total amount paid by the COUNTY for Project materials and services rendered under this Agreement exceed TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00).

(c) Payment shall only be rendered by the COUNTY for materials and services authorized in Exhibits "A" and "B", including Attachment 1 to Exhibit "A".

(d) All requests for payment must be in the form attached hereto as Exhibit "E" and signed by the President of CORINTHIAN. All invoices

accompanying such request for payment shall have been signed by the party that sought payment from CORINTHIAN and by CORINTHIAN's President.

(e) Upon acceptable receipt of the documentation required by subsections (a) and (d) above and COUNTY approval of the CD Administrator, the COUNTY shall initiate the payment process. Payment by the COUNTY shall be as soon as practicable after receipt of all required documentation but in no event longer than thirty (30) days from receipt unless COUNTY disputes the billing in good faith.

(f) The foregoing notwithstanding, all payments or reimbursements made to CORINTHIAN shall be subject to the retainage provisions of Section 6, below.

Section 6. Retainage. In order to assure timely, full performance under this Agreement, COUNTY shall withhold a retainage from CORINTHIAN's periodic requests for reimbursement according to the following schedule:

(a) Until fifty percent (50%) of completion of the Project, as documented by CORINTHIAN's submission of monthly reports, in comparison to the construction timetable and draw schedule, an amount equal to ten percent (10%) of the payment or reimbursement requested.

(b) After fifty percent (50%) of completion of the Project, as described above, an amount equal to five percent (5%) of the payment or reimbursement requested.

(c) After fifty percent (50%) of completion of the Project as determined in (a) above, CORINTHIAN shall be entitled to request disbursement of up to one half of the cumulative retainage then held by COUNTY. COUNTY shall promptly make payment of such retainage unless

the amount requested is the subject of a good faith dispute, in which case disbursement shall not be required until the dispute is resolved.

(d) If any portion of the retainage paid to CORINTHIAN is for the payment of goods and services of vendors, laborers, materialmen or subcontractors, CORINTHIAN shall promptly pay the appropriate amounts of such retainage to those persons and provide proof of same to COUNTY.

(e) The balance of any retainage held by COUNTY at the time of completion of the Project construction shall be paid out to CORINTHIAN upon proof of satisfactory final inspections and issuance of certificates of occupancy of the six townhomes by the city building official and the and final walk through and approval of the CD Administrator.

Section 7. Reporting Requirements.

(a) In addition to the documentation required by Section 5(d) for payment purposes, CORINTHIAN shall submit the following financial documentation to the COUNTY:

(1) At or prior to the time of commencement of Project construction, a construction timetable chart and draw schedule.

(2) A completed monthly report in the form of attached Exhibit "C" on or before the fifteenth (15th) day of each month during the term of this Agreement.

(3) A summary of the number of housing units currently under construction, percentage of completion of the unit(s) and those completed;

(4) CORINTHIAN shall provide an End of Project Report in the form of attached Exhibit "D" on or before June 30, 2007.

(5) A final cumulative statement of all costs of materials and services rendered pursuant to this Agreement. Said statement shall include any costs and charges not previously invoiced. The COUNTY shall not be liable for payment of any costs or charges not included in the final cumulative statement or reported thereafter. Said statement shall be due on or before June 30, 2007.

(b) Failure by CORINTHIAN to submit any required report as required by this Section shall allow the COUNTY to withhold reimbursement to CORINTHIAN for any one or all six (6) affordable housing units until such report is submitted to the COUNTY as required herein.

(c) The COUNTY, FHFC and the general public shall have access to and be provided copies of any and all of CORINTHIAN's records pertaining to activities depicted in this Agreement.

Section 8. Compliance With Local And State Laws. During the execution and implementation of this Agreement, CORINTHIAN shall comply with all applicable State and local laws, regulations, ordinances and policies, including but not limited to, the following:

(a) Chapter 112, Florida Statutes, including particularly Part III thereof entitled "Code of Ethics For Public Officers and Employees".

(b) All written procedures and policies issued by the COUNTY regarding implementation of the COUNTY SHIP Program.

(c) Chapter 67-37, Florida Administrative Code.

(d) Chapter 420, Florida Statutes.

(e) Section 216.347, Florida Statutes (prohibiting use of monies received via this Agreement for lobbying the State Legislature, the judicial branch of State government or a State agency).

(f) Section 220.115, Seminole County Code (prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel). Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

(g) COUNTY's Local Housing Assistance Plan as approved by the FHFC.

Section 9. Project Publicity. CORINTHIAN shall disseminate information about the Project, review and approve applications for housing assistance deriving from Project publicity and insure that units funded by COUNTY SHIP money are only occupied by Low Income and Very Low Income households. Any news release, project sign, or other type of publicity pertaining to the Project shall recognize the Seminole County Board of County Commissioners as the recipient of Project funding from the FHFC and who made the SHIP funding available to CORINTHIAN for the Project.

Section 10. Management Assistance. The CD Administrator or their designee shall be reasonably available to CORINTHIAN to provide guidance on SHIP Program requirements; provided, however, that this provision shall not be deemed to relieve CORINTHIAN of any duties or obligations set forth in this Agreement.

Section 11. Maintenance of Records.

(a) CORINTHIAN shall, at a minimum, maintain all records required by State and local laws, rules, regulations and procedures.

(b) CORINTHIAN shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of all project funds and compliance with this Agreement.

(c) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection and copying at any time during normal business hours and as often as the CD Administrator, COUNTY, FHFC, or other Federal or State agency may deem necessary. CORINTHIAN shall retain all records and supporting documentation applicable to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law. If any litigation or claim is commenced prior to expiration of the five years and extends beyond such time, the records shall be maintained until resolution of the litigation or claim and any person duly authorized by COUNTY shall have full access to and the right to examine the records during such time.

Section 12. Liability. The COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to CORINTHIAN in connection with the services to be performed hereunder or for debts or claims accruing to such parties against CORINTHIAN. This Agreement shall not create a contractual relationship either express or implied between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to CORINTHIAN as a result of services to the COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant and noth-

ing in this Agreement or in this Section shall be construed as constituting a waiver of the sovereign immunity conferred on COUNTY by said statute.

Section 13. Indemnification.

(a) CORINTHIAN shall defend, hold harmless and indemnify the COUNTY, its officers, boards, employees and agents from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to CORINTHIAN or whomsoever resulting out of fraud, defalcation, dishonesty, or failure of CORINTHIAN to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of CORINTHIAN in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder; or by any defect in the construction of the Project or in the title to any affected Property; or by failure to pay vendors resulting from financial shortfalls caused by CORINTHIAN's failure to supply required reports to COUNTY; or as may otherwise result in any way or instance whatsoever.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall provide notice in writing thereof to CORINTHIAN by registered or certified mail addressed to CORINTHIAN at its address herein provided. Upon receiving notice, CORINTHIAN, at its own expense, shall diligently defend against

the action, suit, or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against the COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if CORINTHIAN's counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances, CORINTHIAN shall continue to absorb those costs at its own expense.

Section 14. Insurance.

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

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

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement.

In lieu of the statement on the Certificate, CORINTHIAN shall, at the option of the COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

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

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

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

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a

Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

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

(c) Specifications. Without limiting any of the other obligations or liability of CORINTHIAN, CORINTHIAN shall, at CORINTHIAN's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CORINTHIAN 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) CORINTHIAN's insurance shall cover CORINTHIAN 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. CORINTHIAN 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 CORINTHIAN 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 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 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) CORINTHIAN's insurance shall cover CORINTHIAN 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 CORINTHIAN (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) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to pro-

vide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

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

(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 CORINTHIAN, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

Section 15. Assignment and Subcontracts. Neither Party shall assign this Agreement nor any interest herein, without the prior written consent of the other. CORINTHIAN may subcontract certain necessary services as set forth in Exhibit "A" upon the written approval of the subcontract by the COUNTY.

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

Section 17. Unused funds. In the event that the COUNTY issues any funds to CORINTHIAN or its vendors which are not expended pursuant to the terms of this Agreement, such funds shall be returned to the COUNTY on or before June 30, 2007.

Section 18. Availability of Funds. CORINTHIAN acknowledges that the funding for this Agreement is from the FHFC through the SHIP Program. SHIP Program payments into the COUNTY's Trust Fund from the FHFC occur on a monthly basis. CORINTHIAN further acknowledges that the COUNTY has entered into similar agreements with other organizations for the award and allocation of SHIP Program funds. Although the COUNTY has not over obligated its SHIP funds for the period over which this Agreement extends, it is possible that because of a large number of requests in any particular month, the COUNTY may not have sufficient funds to meet all demands in that month. Therefore, the COUNTY's obligation to make payment hereunder in any particular month is specifically subject to and limited by: (1) FHFC's disbursement of SHIP funds for that month to the COUNTY; and (2) payment by the COUNTY to other various subrecipient organizations pursuant to separate agreements, all of said payments, including those to CORINTHIAN, being in chronological order based on receipt of all required information and documentation requested in the respective subrecipient agreements, including this Agreement, and otherwise dependent upon the various subrecipients being in compliance therewith.

Section 19. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings and agreements, if any, between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein or changes in the Project's scope or cost shall only be made by the Parties in writing by formal amendment hereto.

Section 20. Notice. Whenever either Party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

Community Assistance Division Manager
Community Services Department
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

For CORINTHIAN:

| | |
|-----------------------------|-------------------------------|
| Richard Kovacsik, President | mailing address: |
| Corinthian Builders, Inc. | P.O. Box 950850 |
| 209 W. First Street | Lake Mary, Florida 32795-0850 |
| Sanford, Florida 32771 | |

Either of the Parties may change, by written notice as provided herein, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class, U.S. Mail and without need for formal amendment to this Agreement. Any such change of the person(s) shall be attached to both Parties' copies of this Agreement.

Section 21. Termination, Breach and Remedies.

(a) CORINTHIAN may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to the COUNTY by certified mail with a return receipt requested or by hand delivery with proof of delivery.

(b) The COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to CORINTHIAN.

(c) In the event of termination, CORINTHIAN shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Project without reimbursement for services rendered in completing said reports beyond the termination date.

(2) Take any other reasonable actions related to the termination of this Agreement as directed in writing by the COUNTY.

(3) Immediately return any unexpended SHIP funds to the COUNTY.

(4) Decease from making any further commitments of COUNTY SHIP funds.

(d) In the event of termination, the COUNTY shall pay for all completed Project costs as of the date of termination.

(e) The following actions shall constitute a breach of this Agreement by CORINTHIAN:

(1) Unauthorized or improper use of SHIP funds.

(2) Failure to comply with any requirements of this Agreement.

(3) Unauthorized changes in the scope, components or costs of the Project.

(4) Submission of negligently or fraudulently prepared invoices or reports to the COUNTY.

(f) Waiver by the COUNTY of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(g) In the event CORINTHIAN breaches this Agreement, the COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement. The COUNTY may also send a written demand for refund of all monies previously paid to CORINTHIAN. If said demand is not satisfied, the COUNTY may record said written demand in the official records of Seminole County and it shall constitute a lien upon all real and personal property of CORINTHIAN.

(h) The COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement and to recover damages in the event of a breach by CORINTHIAN.

(i) The COUNTY shall retain the right to enforce the Restrictive Use Covenants past the term of this Agreement or the termination thereof for the duration of the Affordability Period.

Section 22. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void and deemed separable from the remaining covenants or provisions of this Agreement and in no way affect the validity of the remaining covenants or provisions of this Agreement.

Section 23. Alternative Dispute Resolution (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR 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 with the ADR procedures set forth in Section 22.239, "Contract Claims", Seminole County Administrative Code.

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

(c) In the event that COUNTY ADR 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 24. Disclaimer of Third Party Beneficiaries. 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.

Section 25. 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 26. Equal Opportunity Employment. CORINTHIAN agrees that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age 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 27. Miscellaneous.

(a) The Parties represent to each other that each, respectively, has full right, power and authority to execute this Agreement.

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

Section 28. 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:

ATTEST:

CORINTHIAN BUILDERS, INC.

By: 

RICHARD KOVACSIK, President

Secretary

[CORPORATE SEAL]

Date: 7/10/06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE

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

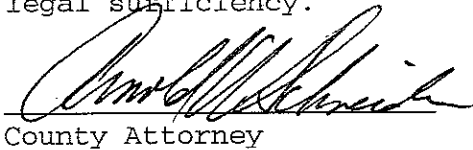
By 
CARLTON HENLEY, Chairman

Date: 8-10-06

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their Aug. 8, 2006
regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

AWS/lpk

5/18/06 6/12/06 6/15/06

Corinthian Builders SHIP agt

Attachments:

- Exhibit "A" - General Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Monthly Report Form
- Exhibit "D" - End of Project Report Form
- Exhibit "E" - Request for Payment Form
- Exhibit "F" - Restrictive Use Covenant Form

EXHIBIT "A"

GENERAL SCOPE OF SERVICES

SEMINOLE COUNTY/CORINTHIAN BUILDERS, INC.
SHIP FUNDED HOUSING PROJECT FOR PROGRAM YEAR 2005-2006

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement. CORINTHIAN shall provide the following Project services:

1. COUNTY shall make reimbursement to CORINTHIAN for the purchase of the Property for an amount up to \$60,000.00 based upon the actual costs as identified in the HUD-1 Settlement Statement for the purchase of the Property located in Seminole County, Florida described as:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 8, TIER 15, SEMINOLE PARK,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2,
PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No. 25-19-30-5AI-0815-0010

Upon which six (6) four bedroom townhomes shall be constructed for purchase by four (4) Very Low Income qualified households and two (2) Low Income qualified households.

2. Specifications for each townhome are attached hereto as Attachment 1, incorporated herein by reference.

(a) COUNTY shall also reimburse CORINTHIAN for all costs associated with infrastructure improvements including, but not limited to, utility connection fees, utility impact fees, all required local and State permits necessary for construction, etc., as well as fees associated with environmental reports, environmental testing, etc. Reimbursement to CORINTHIAN shall be made upon CORINTHIAN submitting to

COUNTY copies of invoices for services rendered and copies of cancelled checks to verify payment for those services and such other documentation as required by Section 5 of the Agreement.

(b) CORINTHIAN shall also receive a Developer's Fee in the amount of \$5,000.00 for each unit (a total of six (6) units = \$30,000.00) upon completion and receipt of a certificate of occupancy (CO) issued for each unit by the local government entity.

(c) CORINTHIAN shall execute, record and deliver to COUNTY a Restrictive Use Covenant at the time of loan closing with an income qualified buyer in conformance with Section 3(b) of the Agreement.

(d) The sales price of each completed townhome shall not exceed ONE HUNDRED FIFTY THOUSAND ONE HUNDRED SIXTY AND NO/100 DOLLARS (\$150,160.00).

ATTACHMENT 1 TO EXHIBIT "A"

Specifications:

Slab & Concrete Work

All driveways, walks, patios and slab work to be 2500 psi concrete.

Lintel pours and reinforced cells 3000 psi pump mix.

Reinforcing and visqueen as noted on plans.

Exterior Finish

Stucco over block.

Gable ends to be maintenance free vinyl siding.

Plumbing

All water pipes to be cpvc.

All drains PVC.

Faucets to be chrome Moen or equal single lever

All work included as noted on plans.

Universal Rundle or equal fixtures in white.

1.50 gallon electric water heater.

Toilets to 19" elongated

Steel porcelain glazed lavatories.

Steel tub in hall bath and shower in masterbath.

Kitchen sink to be stainless steel c/w Moen one touch spray faucet.

Badger 1 disposal.

Electrical

150 amp single phase service.

All wire to be copper except service entry cable.

All switches to be white toggle.

Fixtures as supplied by builder.

Air Conditioning and Heating

Duct system to be fiberglass.

Supply air outlets to be curved blade ceiling diffusers with dampers and/or wall registers with dampers.

One heating/cooling thermostat per system.

A/C will consist of 1 unit per plan, manufacturer will be Carrier or equal see 12 minimum

Windows

Windows to be single glazed clear glass, white aluminum frame, single hung units as manufactured or sold by Kinco or equal.

Insulation

R30 ceiling insulation

R11 batts in garage partition walls.

R11 batts in exterior stud walls of living area.

R4.2 ALFOIL on exterior masonry walls of living area.

Foam sealant in accordance with practice II.

Mirrors and Shelving

All shelving will be as shown on plans.

Master bedroom closet to have HiLo shelving.

Shelving will be Closetmaid or equal wire shelving.

Medicine cabinets, chrome rim mirror type.

All baths and shower to have shower curtain rod.

Mirror above all vanities.

Misc. Interior Finishes

Window sills to be marble.

Wall tile in bath and shower to be white 4"x4".

Roof Shingles

30 year fungus resistant architectural shingles.

Galvanized drip edge and valley flashing.

Applied over 15# roofing felt and 7/16" OSB roof decking.

Interior Trim

All exterior pre-hung doors to be steel, c/w 4 9/16" fingerjoint rab jambs.

Interior doors to be 6 panel colonial hollow core door.

Door hardware to be knob type handles in polished or antique brass

finish.

Baseboards 3¼" fingerjoint colonial.

Casing 2¼" fingerjoint colonial.

Exterior door knobs to be antique brass finish.

Drywall

½" regular gypsum wallboard throughout.

½" cement board in tub and shower tile areas.

Finish on ceiling to be knockdown texture.

Finish on walls to be lite orange peel texture.

Paint

Exterior paint consisting of 2 coats of Color Wheel Flex Lox Exterior Coating.

Interior walls and ceilings to be white.

All trim to be white semi-gloss.

Cabinets

Cabinets will be as per plans. Selection from builder's samples.

Tops to be laminate from builder's samples.

Flooring

Carpet and pad 7/16 rebond.

Ceramic tile in wet areas, including entry, baths and kitchen from builder's samples.

Flooring will be installed in areas as noted on plans.

Exterior Soffits and Fascia

All exterior soffits (overhang) to be vented aluminum. Fascia to be aluminum.

Garage Door

Garage door will consist of a sectional primed steel door c/w garage door opener.

Landscaping

As per builder landscaping plan, including full irrigation and automatic timer, full St. Augustine sod. Rear yard to be fenced with 4' high chain link on sides and 6' wood privacy along back.

Appliances.

Appliance package includes refrigerator, range, dishwasher, range hood, washer and dryer, make and model to be approved by the C.D. Administrator.

EXHIBIT "B"

PROJECT BUDGET

CORINTHIAN BUILDERS, INC.

SHIP PROGRAM DEVELOPER AGREEMENT FOR PROGRAM YEAR 2005-2006

| ACTIVITY | SHIP FUNDS |
|---|--------------|
| In accordance with Exhibit "A", "General Scope of Services", COUNTY shall make reimbursement to CORINTHIAN for the purchase of the Property for an amount up to \$60,000.00 based upon the actual costs as identified in the HUD-1 Settlement Statement for the purchase of the Property. | \$60,000.00 |
| In accordance with Exhibit "A", "General Scope of Services", COUNTY shall make reimbursement for all costs associated with infrastructure improvements including, but not limited to, utility connection fees, utility impact fees, all required local and State permits necessary for construction, etc., as well as fees associated with environmental reports, environmental testing, etc. | \$110,000.00 |
| CORINTHIAN shall also receive a Developer's Fee in the amount of \$5,000.00 for each unit (a total of six (6) units = \$30,000.00) for each unit upon completion and receipt of a certificate of occupancy (CO) issued for each unit by the local government entity. | \$30,000.00 |
| Total | \$200,000.00 |

EXHIBIT "C"

DEVELOPER'S MONTHLY REPORT

Status Report for Month of _____

DEVELOPER: **CORINTHIAN BUILDERS, INC.**

Contact Person(s): _____
 Telephone: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

| ACTIVITY | BUDGET | EXPENSES PAID THIS MONTH | TOTAL EXPENSES PAID TO DATE | OUTSTANDING OBLIGATIONS | BUDGET BALANCE | EXPECTED COMPLETION DATE |
|---|-----------|--------------------------------|-----------------------------------|----------------------------|-------------------|--------------------------------|
| Acquisition and Construction Related Expenses | \$200,000 | | | | | |
| TOTAL | \$200,000 | | | | | |

Any other special accomplishments:

Signed: _____

END OF PROJECT REPORT

FISCAL YEAR: _____

Total number of people served: _____

[illegible]

Signed: _____

EXHIBIT "E"

REQUEST FOR PAYMENT

Developer: CORINTHIAN BUILDERS, INC.

Type of Activity/Project: Acquisition and construction of up to six (6) four bedroom townhomes for Low Income and Very Low Income households in Seminole County.

Address of Completed Housing Unit: _____

Amount Requested: _____

Date of Sale to Qualified Buyer: _____

Sale Price to Buyer: _____

Date of this Request: _____

Submitted By: _____

RICHARD KOVACSIK, President

Officer/Director

This document was prepared by:
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

EXHIBIT "F"

RESTRICTIVE USE COVENANT FORM

THIS RESTRICTIVE USE COVENANT is made and entered into this _____ day of _____, 20____, by Corinthian Builders, Inc., 209 W. First Street, Sanford, Florida 32771 ("GRANTOR"), in favor of Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "COUNTY").

W I T N E S S E T H:

WHEREAS, GRANTOR and the COUNTY entered into that certain SHIP Program Developer's Agreement for Program Year 2005-2006 dated _____, 2006 (the "Agreement"), whereby GRANTOR has agreed to acquire suitable lots and construct six (6) four bedroom townhomes for Low Income and Very Low Income households in Seminole County, including the below described parcel located at

the legal description and property identification numbers for which are as follows:

Legal Description: _____

[to be completed at or prior to sale to income
qualified buyers]

Parcel Identification No.:

(the "Property") and;

WHEREAS, GRANTOR has agreed to utilize and sell the Property exclusively for the primary residence of a Low Income/Very Low Income household in Seminole County; and

WHEREAS, pursuant to the Agreement, the COUNTY has paid or will pay to GRANTOR the sum of THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-

THREE AND 33/100 DOLLARS (\$33,333.33) for the purpose of acquiring and constructing the affordable housing unit on the Property;

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the acquisition and construction of improvements to Property, GRANTOR hereby covenants as follows:

1. The recitals stated hereinabove and in the above referenced Agreement are incorporated herein by reference and made a part hereof.

2. The use restriction covenants contained herein shall run with the land and shall be binding upon GRANTOR and its successors in interest to the Property, regardless of how title or possession is transferred, and shall be in favor of and for the exclusive benefit of the COUNTY.

3. The Property shall be used solely for the primary residence of a Low Income/Very Low Income household for a period of not less than ten (10) years duration from the date hereof (the "Affordability Period"). Low Income shall mean gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area. Very Low Income shall mean gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area.

4. The uses of the Property shall at all times be in compliance with all local, State and Federal laws and regulations, including particularly those statutes, regulations, ordinances and policies regarding the provision of SHIP financed affordable housing in Seminole County, Florida.

5. Prior to the expiration of the Affordability Period, this Restrictive Use Covenant may only be extinguished or released by an express, written and duly recorded instrument to that effect executed by the Chairman of the Seminole County Board of County Commissioners upon Board approval thereof.

IN WITNESS WHEREOF, CORINTHIAN has executed this instrument on the day and year first above written.

ATTEST:

CORINTHIAN BUILDERS, INC.

Secretary

By: _____
RICHARD KOVACSIK, President

[CORPORATE SEAL]

Date: _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Exhibit "G" to the Conditional Utility Agreement for Water Service
Oversizing/Extension Agreement, Long Pond Subdivision

DEPARTMENT: Environmental Services

DIVISION: Planning Engineering Inspections

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Exhibit "G" to the Conditional Utility Agreement for Water Service with KMT Development for the extension of the off-site Reclaimed Water facility and the oversizing of the Water Main within the Long Pond subdivision.

District 5 Brenda Carey

Mike Harber

BACKGROUND:

The Exhibit "G" to the Conditional Utility Agreement for Water Service states the terms and conditions under which the developer of Long Pond subdivision will construct an 8" water main. Staff has identified the need to oversize the water facilities and extend the 12" reclaimed water line in this portion of the County's service area based on work performed by our master planning engineers.

The cost associated with oversizing these facilities to a 12" from an 8" water main for approximately 4,680 lineal feet is \$30,150.80. The cost for extending the reclaimed water system for approximately 1,080 lineal feet is \$40,586.70. Adequate funds for oversizing are available for this project in Water and Sewer Oversizings.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Exhibit "G" to the Conditional Utility Agreement for Water Service with KMT Development for the extension of the off-site Reclaimed Water facility and the oversizing of the Water Main within the Long Pond subdivision.

ATTACHMENTS:

1. Long Pond Exhibit G
2. Corp. Aff.
3. County Atty PreApproval

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

Exhibit "G"

Water Agreement
(Reclaimed)

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and KMT DEVELOPMENT, LLC. whose address is 1050 S. LAKE SYBELIA DR. MAITLAND, FL 32751, referred to as "OWNER".

W I T N E S S E T H:

WHEREAS, OWNER owns certain real property in Seminole County, Florida, hereinafter referred to as "the Property," as described in Exhibit "A," and set forth on the survey in Exhibit "B," attached to the Conditional Utility Agreement For Potable and Reclaimed Water Service; and

WHEREAS, OWNER requires a reclaimed water service system to serve future residential development to be located on the Property; and

WHEREAS, OWNER is willing to construct an off-site reclaimed water system and other appurtenant facilities to serve the Property and convey said water system and appurtenant facilities to the COUNTY in return for the considerations set forth herein; and

WHEREAS, OWNER has executed a Conditional Utility Agreement For Potable and Reclaimed Water Service to which this Agreement is attached as Exhibit "G" and together the Conditional Utility Agreement For Potable and Reclaimed Water Service and this Agreement comprise the complete and entire water agreement between the parties,

NOW, THEREFORE, in consideration of the premises, the parties mutual covenants and agreements, including the cost of designing, permitting, constructing, conveying and accepting the reclaimed water system as hereinafter defined, the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Section 1. Recitals. The foregoing premises are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions. As used in this Agreement, certain terms and phrases appearing herein are defined as follows:

(a) **Reclaimed Water System.** The terms "Reclaimed Water System" or "Water System" shall refer to and mean the construction of an off-site Reclaimed water transmission system to Long Pond Road and upsizing from an 8" water main to a 12" water main within Long Pond Subdivision including transmission mains, stub-outs, pipes, valves, fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements. All permits and engineering design and construction contracts, plans and specifications for the Water System as and when filed with and approved by the County's Planning Department, Development Review Division, are incorporated herein by reference.

(b) **Service Area.** The term "Service Area" shall mean and consist of the Property which is to be developed and which is described in Exhibit "A" of the Conditional Utility Agreement for Potable and Reclaimed Water Service.

Section 3. Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Water System and the COUNTY, in reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement, agrees to accept the Water System from OWNER and pay for the cost thereof upon completion of the Water System. OWNER represents and warrants that:

(a) OWNER shall cause to be designed, permitted and constructed, the Water System to the Property. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the Right-of-Way use permit fee, if applicable, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site water main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Water System within four (4) months and complete construction within twelve (12) months of execution of the Agreement.

(c) OWNER's agreement to construct and convey the Water System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other water transmission, collection and meter facilities necessary to provide water service to OWNER's Property pursuant to the Conditional Utility Agreement For Potable and Reclaimed Water Service.

Section 4. Conveyance. In addition to the provisions set forth in Section 11, Title to Installations Constructed by Developer, of the Conditional Utility Agreement For Potable and Reclaimed Water Service, the following shall apply:

(a) Conveyance shall be closed at the Seminole County Services Building within fifteen (15) days of the vote relating to conveyance by the Board of County Commissioners.

(b) Real and personal property taxes, if any, shall be the responsibility of the OWNER and prorated as of the date of closing. Any corrective instruments required in connection with perfecting OWNER's title shall be prepared and recorded by OWNER prior to closing.

Section 5. Construction of Installations. In addition to the provisions of Section 9 of the Conditional Utility Agreement For Potable and Reclaimed Water Service, the OWNER shall provide COUNTY with the proposed utility contractor's firm name, key agents, address and brief description of previous applicable jobs so that the COUNTY may approve said contractor prior to establishment of a pre-construction conference. Approval shall not be unreasonably withheld by the COUNTY.

Section 6. Payment. COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Water System as described in Section 2(a) herein. The anticipated construction costs are set forth in Attachment "A" attached hereto and incorporated herein and shall not exceed \$ 70,737.50. Actual costs shall include all design, permitting, construction, labor and materials associated with construction of the Water System. To be eligible for reimburse-

ment by COUNTY, the costs incurred by OWNER must be reviewed and written consent obtained from COUNTY by OWNER prior to incurring the costs. These costs shall be based on the contractor's invoices and OWNER's engineer's certification of the invoices and in accordance with cost and pay estimates approved by COUNTY. Payment shall be made as follows:

(a) Notwithstanding any other provision of this Agreement, the total repayment amount shall not exceed the amount of OWNER's contract to construct the Water System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the Water System upon completion of construction. Payments shall be by COUNTY warrant within forty-five (45) days of receipt and approval by COUNTY of the bill of sale, contractor invoices, engineer certification of completion, Florida Department of Environmental Protection acceptance and clearance, final COUNTY inspection and COUNTY receipt of as-builts related to the off-site water main in accordance with this Agreement.

Section 7. Risk of Loss. OWNER shall bear the risk of loss or damage to the Water System prior to conveyance and acceptance by the COUNTY. OWNER shall restore at its expense all loss or damage within a reasonable period of time.

Section 8. Approval of County. As a condition precedent to COUNTY's obligations hereunder, the OWNER shall deliver to COUNTY for COUNTY's prior review and approval all plans, specifications, drawings, financial and cost projections, construction and other contracts

and corresponding prices prepared for the OWNER regarding the Water System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER or any individual or entity for faulty design or construction of the Water System. It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the purpose of determining the operational acceptability of the Water System and for no other purpose whatsoever. Nothing in this Section shall relieve OWNER of its obligations under this Agreement, the Conditional Utility Agreement For Potable or Reclaimed Water Service, or under applicable COUNTY regulations and procedures.

Section 9. Access to Site. The COUNTY shall provide to the OWNER rights of access and easements over property belonging to or controlled by the COUNTY for installation of the Water System as required for the completion of the approved Water System and in accordance with the approved plans and specifications. County Development Fees related to development of the adjacent subdivision including underground utilities fees and right-of-way use fees, shall not be waived by this Section.

Section 10. Operation and Maintenance. Upon transfer, the COUNTY shall be responsible for operation and maintenance of the Water System and shall assure service to all present and future connections to the Property; provided, however, that the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to provide such water service to the public generally.

Section 11. Indemnification. OWNER agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages, or lawsuits for damages, including any and all court costs and attorney fees arising from or related to the performance of this Agreement between OWNER and COUNTY.

OWNER further agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits for damages resulting from:

- (a) any misrepresentation of a material fact contained in this Agreement or the exhibit attached hereto; or
- (b) any breach of warranties made by OWNER pursuant to this Agreement.

Section 12. County's Liability. Notwithstanding everything contained herein to the contrary, OWNER understands and agrees that the obligations of the COUNTY, including, but not limited to, the payment of costs to be made hereunder to OWNER shall not be deemed to be or constitute a pledge of the full faith and credit of the general revenues, including non-ad valorem tax revenues of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

(CORPORATE SEAL)

By: 

MARK A CRONE, MANAGER

Date: 4/27/2007

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney
SED/lpk
5/18/05
exhibit G reclaimed water

Attachment:
Attachment "A" - Construction Costs

LONG POND SUBDIVISION

UTILITY COST ESTIMATE (COST INCREASE)

Date: 3-20-07

Job No.: LP-001

| DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | EXTENSION |
|---|------|----------|------------|--------------------|
| WATER SYSTEM (AS DESIGNED) | | | | |
| 8" PVC DR18 PIPE | LF | 4,680 | \$12.69 | \$59,389.20 |
| 16" STEEL CASING | LF | 40 | \$80.77 | \$3,230.80 |
| TOTAL WATER SYSTEM (AS-DESIGNED) | | | | \$62,620.00 |
| WATER SYSTEM (SIZE INCREASED) | | | | |
| 12" PVC DR18 PIPE | LF | 3,000 | \$22.24 | \$66,720.00 |
| 8" PVC DR18 PIPE | LF | 1,680 | \$12.69 | \$21,319.20 |
| 24" STEEL CASING | LF | 40 | \$118.29 | \$4,731.60 |
| 16" X 12" WET TAP | EA | 1 | \$7,816.30 | \$7,816.30 |
| TOTAL WATER SYSTEM (SIZE INCREASED) | | | | \$92,770.80 |
| WATER SYSTEM (COST INCREASE) | | | | \$30,150.80 |
| REUSE SYSTEM (EXTENSION OF 12" MAIN) | | | | |
| 12" PVC DR18 PIPE | LF | 1,080 | \$24.36 | \$26,308.80 |
| 16" X 12" WET TAP | EA | 1 | \$7,816.30 | \$7,816.30 |
| 16" STEEL CASING | LF | 80 | \$80.77 | \$6,461.60 |
| REUSE WATER SYSTEM (COST INCREASE) | | | | \$40,586.70 |
| TOTAL ESTIMATED COST INCREASE | | | | \$70,737.50 |

Note: Unit Pricing based upon Contract Bid price.

Professional Engineering Consultants, Inc.
 200 E. Robinson Street, Suite 1560
 Orlando, FL 3280
 407-422-8062

George Garrett, P.E.
 FL 31956

3-20-07

AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY

STATE OF FLORIDA

COUNTY OF ORANGE

COMES NOW, MARK A CRONE, being
first duly sworn, who deposes and says:

(1) That he/she is an officer of KMT DEVELOPMENT, LLC,
a corporation existing under the laws of the State of Florida, as
its MANAGER

(2) That he/she is authorized to execute the
COND. UTILITY AGREEMENTS on behalf of the above-named corporation
relating to the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

(3) That this affidavit is made to induce Seminole County to issue
a COND. UTILITY Agreement for Seminole County to provide
WATER & SEWER service to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT.

Mark A Crone
AFFIANT

The following Affidavit was signed, acknowledge and sworn to
by mark A. Crone, [] being known to me [✓] having
provided FL driver license as identification before me this
27 day of April, 2007.



Gidget A Zook
Notary Public, State of Florida
My Commission Expires:

Attachment:
Exhibit "A" - Legal Description



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Becky Noggle, OSP Coordinator
Environmental Services Department

From: Susan E. Dietrich, Assistant County Attorney
Ext. 5736

Date: May 9, 2007

Subject: Conditional Utility Agreements for Potable and Reclaimed
Water w/Exhibit "G" and Sewer Service
KMT Development LLC – Long Pond Subdivision

In response to your recent request, I reviewed the Conditional Utility Agreement for Potable and Reclaimed Water Service, including Exhibit "G" Water Agreement and Conditional Utility Agreement for Sewer Service that you transmitted for the above referenced developer's project. The Conditional Utility Agreement for Potable and Reclaimed Water Service and the Conditional Utility Agreement for Sewer Service are acceptable as submitted; however, I did not review the Agreements for accuracy of capacity allocation or other technical matters.

I am returning the original signed documents (Conditional Utility Agreement for Potable and Reclaimed Water Service and the Conditional Utility Agreement for Sewer Service) for further processing by authorized County personnel. Exhibit "G" Water Agreement is acceptable and should be placed on the next available Board of County Commissioners (BCC) agenda for review and consideration. Please ensure that the Conditional Utility Agreement for Potable and Reclaimed Water Service is neither submitted to the BCC as an informational item nor recorded in the Official Public Records of Seminole County, Florida until Exhibit "G" Water Agreement is approved by the BCC.

Please call if you have any questions.

SED/sb

Attachments:

Conditional Utility Agreement for Potable and Reclaimed Water Service
Exhibit "G" Water Agreement
Conditional Utility Agreement for Sewer Service

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Florida Domestic Preparedness Grant – Memorandum of Understanding for WMD/HazMat Response

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding between the Florida Division of Fire Marshal and Seminole County in acceptance of \$38,412 allocated under the 2006/07 Florida Domestic Preparedness - WMD/HazMat Response Grant Program.

County-wide

Leeanna Raw

BACKGROUND:

In accordance with the 2006/07 Florida Domestic Preparedness Strategy, the Florida Division of State Fire Marshal is administering a portion of the Federal Department of Homeland Security Grant. Through this grant, the State provides funding for the procurement, maintenance, repair, and replacement of hazardous materials response equipment and supplies provided under prior Domestic Security strategies. The grant also funds costs associated with hazmat specific domestic security training of County personnel.

The State wishes to assist with sustaining the County's capabilities to protect citizens and visitors, and to serve as a key emergency response resource should a major terrorism incident strike the Central Florida region. Seminole County's allocation of \$38,412 will help to maintain our level of preparedness for these types of incidents. Funds would be utilized for hazmat sustainment/replacement equipment [\$13,580] and hazmat training [\$24,832].

To secure the grant funds, the Board must approve and authorize the Chairman to execute a Memorandum of Understanding (MOU) with the Florida Division of State Fire Marshal. The MOU would expire January 31, 2008. A corresponding budget amendment request is included in the Fiscal Services Dept/Budget Division consent section for approval to establish a budget for the anticipated revenue and expenditures.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Understanding between the Florida Division of Fire Marshal and Seminole County in acceptance of \$38,412 allocated under the Florida Domestic Preparedness - WMD/HazMat Response Grant Program.

ATTACHMENTS:

1. Memorandum of Understanding

Additionally Reviewed By:

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

**2006-2007 STATE HOMELAND SECURITY GRANT PROGRAM SHSGP
SUB-RECEIPT AGREEMENT FOR EXPENDITURE OF LOCAL
GOVERNMENT UNIT FUNDING FOR FLORIDA
TYPE II HAZARDOUS MATERIALS/WMD TEAMS**

THIS AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department") or its successor, and the Seminole County Board of County Commissioners (hereinafter referred to as "Subrecipient"), effective as of the last date executed below.

WITNESSETH THAT:

WHEREAS, the Department has determined that it is in need of certain services as described herein; and

WHEREAS, the Subrecipient, a governmental agency, represents that it has the expertise and ability to faithfully perform such services.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Services and Deliverables. The Subrecipient agrees to render the following services or other units of deliverables as directed by the Department:

1(a) Readiness and response to activation orders for deployment by the State Emergency Operations Center, State Fire Marshal or Regional Domestic Security Task Force;

1(b) Purchase equipment specifically identified and approved by the Florida Domestic Security Equipment Committee. Exceptions to the approved equipment list must be approved in writing by the Equipment Committee prior to purchase.

2. Delivery Schedule. The services or other units of deliverables specified in Paragraph one (1) above shall be delivered or otherwise rendered on behalf of the Department in accordance with the following schedule:

2(a) Readiness shall be on a continuous basis; and

2(b) Upon notification by the State Emergency Operations Center, State Fire Marshal, or Regional Domestic Security Task Force, the Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, with all eligible equipment, and any and all other resources which it has, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Strategy. It is understood by both parties that local emergencies and equipment operability will dictate the availability of the Subrecipient to respond.

2(c) To ensure uniformity of funded teams, purchase specifically identified equipment as stipulated by the Florida Domestic Security Equipment Committee. Exceptions to the approved equipment list is to be approved by the Equipment Committee in writing prior to purchase.

2(d) Use sustainment funding only for equipment that was previously purchased with ODP funds.

2(e) Compliance with requirements of a Weapons of Mass Destruction Capable Hazardous Materials Resource, as defined by the Florida Domestic Security Strategy shall be on a continuous basis.

3. Payment.

3(a) Subject to the terms and conditions established by this Agreement and the billing procedures established by the Department, the Department agrees to pay the Subrecipient a maximum of \$38,412.00; of which \$13,580.00 shall be used for the sustainment and maintenance of hazardous material equipment previously purchased with ODP funds, and \$24,832.00 shall be used for training in Office of Grants & Training (OGT) approved hazardous material training courses. If additional money becomes available through the grant process, the amount set forth in this Agreement may be increased or decreased upon the written approval of both contract managers, to be used for the purposes set forth in paragraph one (1) above, and subject to the terms and conditions established by this Agreement.

3(b) All requests for reimbursement shall be submitted in accordance with this Agreement within thirty days following the Subrecipient's expenditure of funds, but in no event later than December 31, 2007.

3(c) Vendor Rights. Vendors providing goods and services to an agency should be aware of the following time-frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase orders or Agreement specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Department is to approve the invoice in the state financial system within 20 days.

If a payment is not available within 40 days, a separate interest penalty, computed at the rate determined by the State of Florida Chief Financial Officer pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, please refer to <http://www.dbf.state.fl.us/interest.html>. The interest penalty provision applies after a 35 day time period to health care Subrecipients, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency with the proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied.

A Vendor Ombudsman has been established with the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

3(d) Taxes. The Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally exempt by law, the Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Subrecipient to suppliers for taxes on materials used to fulfill its obligations with the Department. The Subrecipient shall not use the Department's exemption number in securing such materials. The Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

3(f) Any expense incurred by the Subrecipient for travel must be authorized by the Department in advance. Travel expenses will be reimbursed to the Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida Statutes, and shall be submitted in accordance with said section. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by the Department in

advance.

3(g) **Payment Processing.** All charges for services rendered or for reimbursement of expenses authorized by the Department in accordance with Paragraphs 3 and 4 shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Subrecipient only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by Paragraphs 1 and 2 above and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by the Department's designated contract manager. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date has first been accepted in writing by the Department's contract manager.

3(h) **Contingency.** If the terms of this Agreement extend beyond the current fiscal year, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. **Termination.**

4(a) The Department may cancel this Agreement at any time for any reason upon the submission of a thirty (30) day prior written notice. If the Department cancels the Agreement the Subrecipient shall be paid only the amount due for deliverables which have been received and accepted by the Department and deliverables due within the time period stated in number 2 above. The Subrecipient shall be entitled to no damages beyond what is provided in this paragraph. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination or breach of this Agreement by the Subrecipient. In the event this Agreement is terminated, the Subrecipient shall be reimbursed through the date of services rendered subject to any such damages.

4(b) This Agreement shall terminate upon the Subrecipient's satisfactory completion of the services and other units of deliverables described or referenced in Paragraphs 1 and 2 by the Department and upon satisfactory performance evaluations of the Subrecipient by the Department. The Department may unilaterally terminate this Agreement in the event that the Department requests in writing that the Subrecipient allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by the Subrecipient in conjunction with this Agreement, and the Subrecipient refuses to allow such access. Subrecipient shall comply with the record keeping standards of the Rules of the Department of State, Division of Library and Information Services, Florida Administrative Code Chapter 1B-24 and -26, and the Federally Funded Grant Agreement 07DS-5N-13-00-16-217, which can be accessed on the Department's website at <http://www.fldfs.com/SFM>. If, in the judgment of the Department, the Subrecipient for any reason fails to fulfill in a timely manner all obligations under this Agreement, the Department shall have the right to terminate this Agreement by giving at least five days written notice by registered mail to the Subrecipient of such termination, including the effective date of termination. The Department shall not be deemed to assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Department or any third party.

4(c) The Department may terminate this Agreement if the Subrecipient commits any material breach of this Agreement, fails to timely deliver a material deliverable, employs an unauthorized alien in the performance of the work; discontinues the performance of the work; fails to resume work that has been discontinued within a reasonable time after

notice to do so; becomes insolvent or is declared bankrupt; makes an assignment for the benefit of creditors without the approval of Department; makes or has made an intentional material misrepresentation or omission in any materials provided to Department; fails to maintain the required insurance; fails to provide the Department access to all documents, papers, letters, or other material subject to statutory provisions relating to the examination and inspection of public records that are made or received by Department in conjunction with this Agreement. Should the Subrecipient default under the Agreement which default is not cured within ten days of notice provided by the Department, the Subrecipient shall be liable to the Department for any expenses that the Department may incur in securing a substitute Subrecipient to assume completion of those services.

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

6. Agreement Modification. This Agreement may be amended only by a written agreement between both parties subject to the provisions of Chapter 287, Florida Statutes, or as set forth in paragraph 3(a) above.

7. Federally-Funded Subgrant Agreement. The funds for this Agreement are provided through a Subgrant Agreement between the Department and the Division of Emergency Services; Contract Number: 07DS-5N-13-00-16-217. The Subgrant Agreement can be accessed through the Department's website at <http://www.fldfs.com/SFM>. The subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph.

8. Reports

8(a) At a minimum, the Subrecipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the subrecipient in completing the work described in paragraphs 1, 2 and 3, of this Agreement, in addition to such other information as requested by the Department.

8(b) Quarterly reports are due to be received by the Department no later than twenty (20) days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 21, June 20, September 20 and December 21.

8(c) The close-out report is due fifty (50) days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

8(d) If any required report and copies, prescribed above, is not sent to the Department or is not completed in a manner acceptable to the Department, the Department may withhold further payments until it is completed or may take other action. The phrase "acceptable to the Department" means that the work product was completed in accordance with paragraphs 1, 2 and 3 of this Agreement.

8(e) The Subrecipient shall provide such additional program updates, reports or information as may be required by the Department.

9. Monitoring The Department shall monitor the performance of the Subrecipient under this Agreement to ensure that all of the conditions of this Agreement are met. Such review shall be made for each function or activity set forth in paragraphs 1, 2, and 3 of this Agreement, and reported in the quarterly report.

Monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

10. Subagreements. All services agreed upon are to be performed solely by the Subrecipient and may not be subcontracted or assigned without the prior written consent of the Department. If permission is granted, the subcontract agreement must include (i) a provision binding the subcontractor to the terms of this Agreement, (ii) a provision binding the subcontractor to all applicable state and federal laws and regulations, and (iii) a provision whereby the subcontractor agrees to hold the Division of Emergency Management and the Department harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Subrecipient.

11. Liability

11(a) Unless Subrecipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall not hold the Department or the Division of Emergency Management harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Department or the Division of Emergency Management, but is an independent contractor.

11(b) Any Subrecipient who is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against the Department or Division of Emergency Management, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

12. Miscellaneous. This instrument and any referenced or attached addendum embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject. If there is any conflict between this Agreement and any referenced or attached addendum, the terms and conditions of this Agreement shall take precedence and govern. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In all cases, venue shall be in Leon County, Florida. Subrecipient is an independent contractor, and is not an employee or agent of the Department. The respective obligations of the parties which by their nature would continue beyond the termination or expiration of any attachment or this Agreement,

including without limitation, the obligations regarding confidentiality, proprietary interests, and limitations of liability, shall survive termination or expiration. If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

13. Statutory Notices. The Department shall consider the employment by any subcontractor or Subrecipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a subcontract or Subrecipient agreement to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes. Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida. The Department shall not be deemed to assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall the Subrecipient disclaim its own negligence to the Department or any third party.

14. Compliance with Federal, State and Local Laws. Subrecipient and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements.

15. Electronic Accessibility. When the Subrecipient is to develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows employees and members of the public with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by employees who are not individuals with disabilities. These require, e.g., screen enlargement and voice output, or have built-in screen reader or, that the products support assistive technology; increase in volume and/or alter the tonal quality or increase the signal-to-noise ratio; if speech input one alternative input mode also; not require fine motor control or simultaneous actions. See 36 CFR Part 1194 based on Section 508 of the Rehabilitation Act Amendments, 29 USC Sec. 794. (See <http://www.section508.gov/>)

16. Contract Administration.

16 (a) The Department contract manager is John Deiorio, II located at 11655 Northwest Gainesville Road, Ocala, Florida 34482-1486.

16 (b) The Subrecipient contract manager is Chief Malcolm Trigg located at 150 Bush Blvd., Sanford, Florida 3773

16 (c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' contract administrators or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier and shall be deemed received on the date received or the date of the certification or receipt.

17. Compliance with CFO Memorandum No. 4: Subrecipient shall assure compliance itself and by its Subcontractors, with CFO Memorandum No. 4 (2005-06), effective June 30, 2006; including but not limited to the following provisions:

17(a) State financial assistance under this Agreement shall be in compliance with laws,

rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide/> .

17(b) Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.

17(c) Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

17(d) Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to sections 287.057 and 216.3475, F.S.

IN WITNESS WHEREOF, the Department of Financial Services and the Seminole County Board of County Commissioners, by their duly authorized representatives, have executed this Agreement.

SUBRECIPIENT:
SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

DEPT OF FINANCIAL SERVICES

By: Carlton D. Henley

Rick Mahler, Chief of Staff

Title: Chairman

Date: _____

Date: _____

ATTEST:

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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Grant Application to Workforce Central Florida for Paramedic Training

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT:

MOTION/RECOMMENDATION:

Approve to submit on-going grant applications to the Workforce Central Florida Grant Program for Paramedic training of up to \$50,000 and authorize the County Manager to execute supporting documents.

County-wide

Leeanna Raw

BACKGROUND:

Workforce Central Florida (WCF) offers training grants to employers valuing investment in their employees through the development of specific occupational knowledge and skills. WCF seeks to contribute towards an organization's ability to effectively deliver services to their constituents.

Staff is interested in pursuing the grant to supplement the cost for Paramedic Training. Seminole County Firefighters currently participate in the training to continue the provision of Advanced Life Support as its level of service for citizens of Seminole County. If awarded, the grant funds will reimburse Seminole County for 50% of the direct training costs, decreasing the dependency upon County dollars.

The proposed applications will request reimbursement of up to \$50,000 with a 50% match (equal to \$50,000). The match would be accommodated by the annual operating budget for EMS/Fire/Rescue Division Paramedic Training. An application is submitted each semester employees are scheduled for training. Through this agenda item, staff is requesting Board approval to submit on-going applications until the maximum allowable reimbursement is received.

STAFF RECOMMENDATION:

Approve to submit on-going grant applications to the Workforce Central Florida Grant Program for Paramedic training of up to \$50,000 and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Abstract - Project Summary

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

**GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION**

FUNDER: Workforce Central Florida

DATE DUE: First-come, first-served

PROJECT TITLE: Paramedic Training

DEPARTMENT: Public Safety

PROJECT INITIATOR(S): Leeanna Raw, Fire Chief

PROJECT MANAGER/PRINCIPAL INVESTIGATOR: Chief Raw

PROJECT DESCRIPTION: The Paramedic Program is a year-long course starting each Fall and Spring semester at Seminole Community College. The EMS/Fire/Rescue Division aims to enroll two (2) firefighter EMT's from each shift at the start of each semester.

The course stresses theory and procedures used by a comprehensive emergency medical system in advanced pre-hospital care of the emergency patient. Topics studied include role and responsibilities, medical legal issues, well-being of the paramedic, illness and injury prevention, ethics, medical terminology review, patient assessment, airway management, venous access and medication administration, therapeutic communications, life span development, pathophysiology, management of shock, and general pharmacology.

TOTAL AMOUNT REQUESTED: \$ 50,000

MATCHING FUNDS (IF APPLICABLE): \$ 50,000

SOURCES OF MATCH: Existing EMS/Fire/Rescue Budget

TOTAL PROJECT COST: \$100,000

GRANT FUNDING IS:

☒ COMPETITIVE

☐ ENTITLEMENT

☐ CONTRACT

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Issuance of Educational Facilities Revenue Bonds: The Health and Educational Facility Authority of the State of Missouri

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 attached resolution designating Orange County Industrial Development Authority as the authorized representative to hold a public hearing on behalf of Seminole County in connection with the Health and Educational Facilities Authority of the State of Missouri's issuance of Educational Facilities Revenue Bonds of up to \$35,975,000.

County-wide

Angela Singleton

BACKGROUND:

The Health and Educational Facilities Authority of the State of Missouri (the "Missouri Authority") has authorized the issuance of tax-exempt educational facilities revenue bonds in one or more series in an aggregate principal amount not to exceed \$35,975,000. The proceeds of the Bonds will be loaned to Lutheran affiliated entities, including up to \$6,500,000 to the Lutheran Haven Nursing Home and Assisted Living Facility, LLC (located in Seminole County) to refinance the cost of the acquisition, construction and equipping of the nursing home and assisted living facility. The facility is licensed for 42 nursing home residents and 28 assistanted living residents.

Section 147(f) of the Internal Revenue Code of 1986, as amended requires all private activity bonds be approved by the County having jurisdiction over the area in which the facilities to be financed are located. The approval process requires a Tax Equity and Fiscal Responsibility Act (TEFRA) public hearing. The purpose of the hearing is to provide an opportunity for public comments regarding the project and bond issuance.

Attached for Board consideration is a resolution designating Orange County Industrial Development Authority as the authorized representative to hold a public hearing on behalf of Seminole County in connection with the revenue bond issue referenced above, solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended. A public hearing is scheduled for Tuesday, June 19, 2007, at 2:00 p.m., at the Orange County Administration Building, 201 South Rosalind Avenue, Orlando, Florida, for Orange and Seminole Counties.

Designating the Orange County Industrial Development Authority as the authorized representative to hold the TEFRA hearing on behalf of Seminole County enables consolidation of the public hearings. The Board will be provided with public comments from the TEFRA hearing. In the past, Orange County Health Facilities Authority has held a TEFRA hearing on

Seminole County's behalf.

The public hearing for the proposed bond issuance does not constitute a legal obligation of Seminole County. The public hearing does not endorse the creditworthiness of the issuer nor approves any necessary zoning applications. The Missouri Authority will request consideration by the Board of an authorizing resolution to approve the issuance and sale of the bonds on June 26, 2007.

Note: The attached resolution has been reviewed by Bond Counsel.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached resolution designating Orange County Industrial Development Authority as the authorized representative to hold a public hearing on behalf of Seminole County in connection with the Health and Educational Facilities Authority of the State of Missouri's issuance of Educational Facilities Revenue Bonds of up to \$35,975,000.

ATTACHMENTS:

1. Resolution

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

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA DELEGATING TO THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY THE AUTHORITY TO HOLD A PUBLIC HEARING ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, CONCERNING THE ISSUANCE BY THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI OF EDUCATIONAL FACILITIES REVENUE BONDS, IN ONE OR MORE SERIES, TO MAKE A LOAN TO THE LUTHERAN CHURCH EXTENSION FUND, WHICH WILL IN TURN LOAN NOT IN EXCESS OF \$6,500,000 OF SUCH FUNDS TO LUTHERAN HAVEN NURSING HOME AND ASSISTED LIVING FACILITY, LLC TO REFINANCE CERTAIN FACILITIES IN SEMINOLE COUNTY, FLORIDA.

WHEREAS, the Health and Educational Facilities Authority of the State of Missouri ("MOHEFA") has represented that it is authorized by Chapter 360 of the Revised Statutes of the State of Missouri to issue bonds the interest on which is tax-exempt in order to finance certain educational and health facilities both within and outside of the State of Missouri; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986 (the "Code") requires that, in order for the interest on such bonds to be excluded from gross income of the holders thereof, a properly noticed public hearing with respect to the issuance of such bonds and the facilities to be financed or refinanced thereby be held and that approval be provided by the governing body or the chief elected representative of the jurisdiction in which the facilities being financed or refinanced are located; and

WHEREAS, MOHEFA intends to issue its Educational Facilities Revenue Bonds (Lutheran Church Extension Fund – Missouri Synod Loan Program) (the "Bonds") and to loan the proceeds thereof to the Lutheran Church Extension Fund, a Missouri nonprofit corporation ("LCEF"), which will in turn loan such proceeds to various Lutheran affiliated entities in several states to finance or refinance educational and health facilities; and

WHEREAS, LCEF intends to loan not in excess of \$6,500,000 of proceeds of the Bonds to the Lutheran Haven Nursing Home and Assisted Living Facility, LLC (the "Lutheran Haven Nursing Home"), to refinance the acquisition, construction and equipping of a nursing home and assisted living facilities (the "Project") owned by Lutheran Haven Nursing Home and located at 1525 Haven Drive, Oviedo, Seminole County, Florida; and

WHEREAS, on the date hereof, the Board of County Commissioners of Seminole County, Florida (the "Board") desires to delegate to the Orange County Industrial Development Authority the authority to hold a public hearing on behalf of the Board with respect to the issuance of the Bonds and the refinancing of the Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County as follows:

SECTION 1. The Orange County Industrial Development Authority is hereby delegated the authority to hold a public hearing satisfying the requirements of Section 147(f) of the Code with respect to the issuance of the Bonds and the refinancing of the Project.

SECTION 2. Nothing contained in this Resolution shall be deemed to create any obligation or obligations of Seminole County, Florida or the Board.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 12th day of June, 2007.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

Chairman

(SEAL)

ATTEST:

By: _____
Deputy Clerk

4555262_v3

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Kodak American Greenways - Grant Application

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT:

MOTION/RECOMMENDATION:

Approve to submit a grant application to the Kodak American Greenways Program requesting \$2,500 for construction of a viewing platform at the Lake Harney Wilderness Area, and authorize the County Manager to execute supporting documents.

County-wide

Amy Raub

BACKGROUND:

The Eastman Kodak Company is offering the American Greenways Awards Program to foster the planning and design of greenways in communities throughout America. Greenways are corridors of protected public and private land established along rivers, stream valleys, ridges, abandoned railroad corridors, utility rights-of-way, canals, scenic roads, or other linear features.

The Seminole County Natural Lands Program is interested in pursuing the grant to construct a wildlife viewing platform at the Lake Harney Wilderness Area (f/k/a. the Crockett Property). The platform is proposed to be constructed at the terminus of the nature trail leading to the St. John's River. This location would afford the opportunity for bird watching, wildlife viewing, and other passive, nature-related activities. Please see the attached abstract for additional project information.

The proposed application would request \$2,500. If awarded, the grant would completely fund the cost to construct the platform. There is no match requirement specified.

STAFF RECOMMENDATION:

Staff recommends the Board approve to submit a grant application to the Kodak American Greenways Program requesting \$2,500 for construction of a viewing platform at the Lake Harney Wilderness Area, and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Abstract - Project Summary

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION

FUNDER: Eastman Kodak Company – The Conservation Fund

DATE DUE: June 15, 2007

PROJECT TITLE: Lake Harney Wilderness Area – Viewing Platform

DEPARTMENT: Leisure Services/Natural Lands Program

PROJECT INITIATOR(S): Amy Raub, Outreach Coordinator

PROJECT MANAGER/PRINCIPAL INVESTIGATOR: Amy Raub

PROJECT DESCRIPTION: At the Lake Harney Wilderness Area (f/k/a the Crockett Property), there is approximately one-half mile of frontage on the St. John's River. In order to view the wildlife and rest by the river, staff would like to construct a wildlife viewing platform at the terminus of the nature trail that leads to the river. This platform would have a picnic table and bench facing the water, and would be a picture-perfect location for bird watching and other passive, nature-related activities.

TOTAL AMOUNT REQUESTED: \$2,500

MATCHING FUNDS (IF APPLICABLE): 0

SOURCES OF MATCH: n/a

TOTAL PROJECT COST: \$2,500

THIS PROPOSAL IS A:

☒ NEW GRANT

☐ CONTINUATION GRANT

☐ SUPPLEMENTAL GRANT

GRANT FUNDING IS:

☒ COMPETITIVE

☐ ENTITLEMENT

☐ CONTRACT

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #07-65 - \$38,412 - Public Safety - Public Safety Federal Grants

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Betty Segal

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chariman to execute a Resolution implementing Budget Amendment Request #07-65 in the amount of \$38,412 to the Public Safety Federal Grants Fund to recognize proceeds from the Federal Department of Homeland Security grant.

County-wide

Lin Polk

BACKGROUND:

This agenda item implements Board action regarding the grant award request presented concurrently at this Board meetings as an item under Public Safety's consent agenda. The grant monies, if acceptance is approved by the Board, will provide funds for hazardous materials training and for the maintenance and repair of Hazardous Materials Response equipment. The attached Budget Amendment Request establishes the \$38,412 of funding under the grant.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chariman to execute a Resolution implementing Budget Amendment Request #07-65 in the amount of \$38,412 to the Public Safety Federal Grants Fund to recognize proceeds from the Federal Department of Homeland Security grant.

ATTACHMENTS:

1. Budget Amendment Request

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

2007-R-

BUDGET AMENDMENT REQUEST

DFS Recommendation

TO: Seminole County Board of County Commissioners
FROM: Department of Fiscal Services
SUBJECT: **Budget Amendment Resolution**
Department: **Public Safety**
Fund(s): Public Safety Grants (Federal)

| | |
|----------------|--------|
| <u>B Segal</u> | 5/4/07 |
| Analyst | Date |
| Budget Mgr | Date |
| Director | Date |

PURPOSE: Recognize the receipt of and allocate funds for the Federal Department of Homeland Security grant. These funds will be used for specific hazardous materials training and for the maintenance and repair of Hazardous Materials Response equipment previously purchased with Domestic Preparedness funds.

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 |
|----------------------|-----------|------------------------------|---------------|
| 11915.331200.055615 | | Public Safety Federal Grants | 38,412 |
| | | | |
| Total Sources | | | 38,412 |

Uses:

| Account Number | Project # | Account Title | Amount |
|-------------------|-----------|--------------------------|---------------|
| 055615.530460 | | Repair & Maintenance | 5,000 |
| 055615.530520 | | Operating Supplies | 8,580 |
| 055615.530540 | | Books, Dues Publications | 24,832 |
| Total Uses | | | 38,412 |

BUDGET AMENDMENT RESOLUTION

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

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By:
Carlton Henley
Chairman

Date:

Date:

Entered by County Finance Department

Date:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #07-69 - Public Works - \$275,000 - Stormwater Fund (Chuluota Sidewalk Connection)

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request #07-69 to the Stormwater Fund in the amount of \$275,000 to fund the Chuluota Sidewalk Connection project.

County-wide

Lin Polk

BACKGROUND:

This Budget Amendment Request will fund a new project, the **Chuluota Sidewalk Connection**. This project will provide a method to discourage vehicular traffic on, and subsequent damage to, the Flagler Trail Stormwater Ditch. Additionally, it will provide a safe pedestrian access for students at Walker Elementary School from the Chuluota subdivision.

The improvements will include a six foot wide concrete sidewalk to be installed within the Flagler Trail right-of-way corridor from 2nd Street in Chuluota to Snow Hill Road, connecting to the existing sidewalk just west of the school. It will also include the installation of concrete bollards at points of possible vehicular access at 1st Street, 2nd Street, and Snow Hill Road. Bollards are a series of posts designed to prevent vehicles from entering an area.

The construction will run from 2nd Street to Snow Hill Road, through the Flagler Trail right of way. The sidewalk will be six feet wide, with a total length of 1,400 feet. It is anticipated that this project will start July 2007, and be completed August 2007.

Engineering design costs of approximately \$22K were funded through the Subdivision Retrofit Master Project. The preliminary estimate of construction costs is \$275K, which will be fully funded from Infrastructure Sales Tax.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request #07-69 to the Stormwater Fund in the amount of \$275,000 to fund the Chuluota Sidewalk Connection project.

ATTACHMENTS:

1. Budget Amendment Request

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: **Public Works**
 Fund: **1991 Infrastructure Sales Tax & Arterial
 Infrastructure Impact Fee Funds**

FS Recommendation

| | |
|--------------------------|----------------|
| <u>Fredrik V Coulter</u> | <u>4/18/07</u> |
| Analyst | Date |

| | |
|----------------|------|
| _____ | Date |
| Budget Manager | |

| | |
|----------|------|
| _____ | Date |
| Director | |

PURPOSE: To provide construction funding for the new Chuluota Sidewalk Connection project, to protect the Flagler Trail stormwater ditch and to provide safe pedestrian access from the Chuluota subdivision to Walker Elementary School.

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

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

Sources:

| Account Number | Project # | Account Title | Amount |
|----------------------|-----------|---------------------------|-------------------|
| 13000.999930.599998 | | Reserve for Contingencies | \$ 275,000 |
| Total Sources | | | \$ 275,000 |

Uses:

| Account Number | Project # | Account Title | Amount |
|---------------------|-------------------|--|-------------------|
| 13000.077600.560650 | 00255734 (new) | Construction in Progress (Chuluota Sidewalk Connection) | \$ 275,000 |
| Total Uses | | | \$ 275,000 |

BUDGET AMENDMENT RESOLUTION

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

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Carlton Henley
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BCR #07-17 - \$595,000 - Public Works - 2001 Infrastructure Sales Tax Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request #07-17 to the 2001 Infrastructure Sales Tax Fund in the amount of \$595,000 to provide additional funding for three arterial / collector roadway projects (Southwest Road, Beardall Avenue, & County Road 427A).

County-wide

Lin Polk

BACKGROUND:

Funding is requested for the following three arterial / collector roadway projects:

Southwest Road (00227017): Project consists of an asphalt overlay, full depth reclamation, and various rehabilitation methods (i.e. pipe lining or replacement). Shoulder restoration is also applicable. The approximate project length is 5,052 feet, from Country Club Road to Roosevelt Avenue. Original cost estimates for this project were developed two to three years ago. Subsequently, construction costs have increased substantially. This project is anticipated to be completed in September 2007.

Beardall Avenue (00227026): This project consists of a full depth reclamation, asphalt overlay, and shoulder restoration, from south of State Road 46 to Marquette Avenue. This project was originally scheduled for a future year. This project is anticipated to be completed in August 2007.

County Road 427A (27th Street) (00227029): This project consists of a full depth reclamation, asphalt overlay, and shoulder restoration, with a length of approximately 2,640 feet from Sanford Avenue to U.S. 17/92. The original cost estimates for this project were developed two to three years ago. Subsequently, construction costs have increased substantially. This project is anticipated to be completed in August 2007.

Funding for these projects is available from the following two projects:

Beardall Avenue (00191622): This project consists of repairing the roadway and adding drainage improvements, with a length of approximately 0.5 miles from Kentucky Avenue to Marquette Avenue. The scope of this project has been limited from that originally budgeted, resulting in available funding. This project is anticipated to be completed in December 2007.

Red Bug Lake Road (00227016): This project consists of asphalt overlay, full depth reclamation, and/or various rehabilitation methods (i.e. pipe lining or replacement, milling, and

resurfacing), with a length of approximately 2.1 miles from Tuskawilla Road to Dovera Drive. Current construction cost estimates from contractors for this project are less than the amount originally budgeted. This project is anticipated to be completed in July 2007.

The total estimated costs for these five projects are as follows:

| Recap of Project Budgets | 00191622 | 00227016 | 00227017 | 00227026 | 00227029 |
|--------------------------------|--------------|--------------|------------|------------|------------|
| Fiscal Year 2006/07 Budget | | | | | |
| Current Budget | \$1,735,094 | \$ 2,933,421 | \$ 156,000 | \$ - | \$ 131,500 |
| Amendment Request | (140,000) | (455,000) | 95,700 | 464,200 | 35,100 |
| Adjusted Budget | 1,595,094 | 2,478,421 | 251,700 | 464,200 | 166,600 |
| Costs incurred through 9/30/06 | 96,505 | 73,580 | - | - | - |
| Total Estimated Project Cost | \$ 1,691,599 | \$ 2,552,001 | \$ 251,700 | \$ 464,200 | \$ 166,600 |

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute Budget Change Request #07-17 to the 2001 Infrastructure Sales Tax Fund in the amount of \$595,000 to provide additional funding for three arterial / collector roadway projects (Southwest Road, Beardall Avenue, & County Road 427A).

ATTACHMENTS:

1. Budget Change Request

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

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

Budget Division Use only:

DATE: 5/16/07

FROM: Department Public Works
Division Engineering

| | | |
|------------|-------------------------------------|-------|
| | | |
| BCR | <input checked="" type="checkbox"/> | 07-17 |
| | | |

WHAT IS NEEDED:

- ☐ Accounting adjustment: Item is budgeted, but funds are in incorrect account line.
☒ More funds for Budgeted Item: Item is budgeted, but additional funds are required.
☒ New item: Item is not in this fiscal year's budget.
☐ Operational Adjustment (Transfer or Savings to cover overage)
☐ Project reclass, Must be within same Project Number

Detailed Explanation:

Funding is requested for the following three arterial / collector roadway projects:

- Southwest Road (00227017)
- Beardall Avenue (00227026)
- County Road 427A (27th Street) (00227029)

Funding for these projects is available from the following two projects:

- Beardall Avenue (00191622)
- Red Bug Lake Road (00227016)

| Fund # <u>11541</u> | | Fund Name <u>2001 Infrastructure Sales Tax</u> | | |
|---------------------|---------------------|--|----------------------------|-------------------|
| | FUND/ACCOUNT NUMBER | Project # | ACCOUNT TITLE | AMOUNT |
| TRANSFER | 11541.077441.560670 | 00227016 | Roads (Red Bug Lake Rd) | \$ 455,000 |
| FROM | 11541.077541.560670 | 00191622 | Roads (Beardall Ave) | 140,000 |
| | | | TOTAL | \$ 595,000 |
| | FUND/ACCOUNT NUMBER | Project # | ACCOUNT TITLE | AMOUNT |
| TRANSFER | 11541.077441.560670 | 00227026 | Roads (Beardall Ave) | \$ 464,200 |
| TO | 11541.077441.560670 | 00227029 | Roads (CR 427A) | 35,100 |
| | 11541.077441.560670 | 00227017 | Roads (Southwest Rd) | 95,700 |
| | | | TOTAL | \$ 595,000 |

CONCURRENCE OF OTHER INVOLVED DIVISIONS (ie: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Svcs; etc)

☐ Approval Date _____ Department/Division _____

RECOMMENDATION: ☐ Approval Date 5/16/07 Analyst Fredrik V Coulter Budget Manager _____

APPROVING AUTHORITY: ☐ FS Director ☐ County Manager ☒ BCC Meeting Date June 12, 2007

☐ Approved ☐ Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: BCR #07-18 - \$87,586 Public Safety/Administrative Services - General Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Change Request #07-18 to the General Fund in the amount of \$87,586 to allocate anticipated insurance proceeds for the replacement of equipment and supplies that were damaged or destroyed as a result of the fire at the Animal Services Facility on February 8, 2007.

County-wide

Lin Polk

BACKGROUND:

On February 27, 2007 the Board appropriated the insurance proceeds related to the Animal Services Facility that was destroyed by fire on February 8, 2007 in the amount of \$1,200,000. Funds are required to be transferred from the construction project line to an equipment line to facilitate the procurement of two new 40 ft. containers that will be equipped with air conditioning and light fixtures to house the displaced animals while the facility is being rebuilt.

Funding is also being established to replace the following equipment and supplies that were destroyed during the fire: two commercial washing machines, two commercial dryers, 14 banks of fiberglass cat cages, a commercial ice maker, a microscope, and an air purifier.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Change Request (BCR) #07-18 through the General Fund in the amount of \$87,586 to allocate funds for the replacement of equipment and supplies that were damaged or destroyed as a result of the fire at the Animal Services Facility on February 8, 2007.

ATTACHMENTS:

1. Budget Change Request

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

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

Budget Division Use only:

DATE: 5/17/07

FROM: Department Public Safety/Admin Services
 Division Animal Services/Facilities Maintenance

| | | |
|------------|-------------------------------------|-------|
| | | |
| BCR | <input checked="" type="checkbox"/> | 07-18 |
| | | |

WHAT IS NEEDED:

- ☐ Accounting adjustment: Item is budgeted, but funds are in incorrect account line.
- ☐ More funds for Budgeted Item: Item is budgeted, but additional funds are required.
- ☒ New item: Item is not in this fiscal year's budget.
- ☐ Operational Adjustment (Transfer or Savings to cover overage)
- ☐ Project reclass, Must be within same Project Number

Detailed Explanation:

Transfer funds into the proper account lines to replace equipment that was damaged as a result of the fire at the Animal Services Facility on February 8th 2007. Funds are needed to purchase (2) new 40 ft. containers equipped with A/C and light fixtures that will be used to house displaced animals while the facility is being rebuilt, along with the following replacement equipment: (2) commercial washing machines, (2) commercial dryers, (14) banks of fiberglass cat cages, a commercial ice maker, a microscope, and an air purifier.

| | | | | | |
|----------------------|----------------------------|--------------|------------------|--|-----------------|
| | Fund # | <u>00100</u> | Fund Name | <u>General Fund</u> | |
| TRANSFER FROM | FUND/ACCOUNT NUMBER | | Project # | ACCOUNT TITLE | AMOUNT |
| | <u>00100.010560.560650</u> | | <u>00274801</u> | <u>Construction in Progress</u> | <u>\$87,586</u> |
| | <u> </u> | | <u> </u> | <u> </u> | <u> </u> |
| | <u> </u> | | <u> </u> | <u> </u> | <u> </u> |
| | <u> </u> | | <u> </u> | <u> </u> | <u> </u> |
| | | | | TOTAL | \$87,586 |
| TRANSFER TO | FUND/ACCOUNT NUMBER | | Project # | ACCOUNT TITLE | AMOUNT |
| | <u>00100.056200.560642</u> | | <u>00274801</u> | <u>Capital Equipment >\$4999</u> | <u>26,640</u> |
| | <u>00100.056200.530521</u> | | <u>00274801</u> | <u>Operating Supplies-Equipment < \$4,999</u> | <u>58,746</u> |
| | <u>00100.056200.530520</u> | | <u>00274801</u> | <u>Operating Supplies</u> | <u>2,200</u> |
| | <u> </u> | | <u> </u> | <u> </u> | <u> </u> |
| | | | | TOTAL | \$87,586 |

CONCURRENCE OF OTHER INVOLVED DIVISIONS (ie: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Svcs; etc)

☐ Approval Date _____ Department/Division _____

RECOMMENDATION: ☒ Approval Date 5/15/07 Analyst Ryan P Switzer Budget Manager _____

APPROVING AUTHORITY: ☐ FS Director ☐ County Manager ☒ BCC Meeting Date 6/12/2007

☐ Approved ☐ Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of a Private Road Maintenance Agreement and Irrevocable Letter of Credit for Mills Cove Subdivision (aka Hilltop Subdivision Phase II)

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

AUTHORIZED BY: Dori Debord

CONTACT: Kelly Brock

EXT: 7346

MOTION/RECOMMENDATION:

Authorize the release of the Mills Cove Subdivision (aka Hilltop Subdivision Phase II) Maintenance Agreement and Irrevocable Letter of Credit #158, for road improvements.

District 1 Bob Dallari

Kelly Brock

BACKGROUND:

The following Maintenance Bond was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals (1) Bonds to insure operating conditions have not significantly degraded. This project was originally approved as Hilltop Subdivision Phase II and subsequently platted as Mills Cove Subdivision.

Mills Cove Subdivision (aka Hilltop Subdivision Phase II) Maintenance Agreement and Irrevocable Letter of Credit # 158 for \$61,788.00 (Citizens Bank of Oviedo)

A two year maintenance inspection was conducted by staff for this project and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Mills Cove Subdivision (aka Hilltop Subdivision Phase II) Maintenance Agreement and Irrevocable Letter of Credit #158, for road improvements.

ATTACHMENTS:

1. Agreement
2. Irrevocable Letter of Credit

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE AGREEMENT

(For use with Letter of Credit)

THIS AGREEMENT is made and entered into this 29th day of December, 2004, between Mills Cove, Inc., a Florida corporation, hereinafter referred to as "PRINCIPAL" and the Mills Cove Homeowner's Association, Inc., a Florida corporation (hereinafter referred to as the "BENEFICIARY") and SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "HOLDER"), on behalf of all purchasers of lots within the Mills Cove subdivision.

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Mills Cove, a Plat of which is recorded in Plat Book 61 Pages 42-48, Public Records of Seminole County, Florida; and

WHEREAS, The aforesaid road improvements were made pursuant to certain plans and specifications dated April 25, 2001, (as subsequently revised or amended) and filed with the HOLDER; and

WHEREAS, PRINCIPAL is obligated to protect the BENEFICIARY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from 12/29/04, 2004; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the BENEFICIARY or to the HOLDER on behalf of the owners of lots within the subdivision (hereinafter referred to as LOT OWNERS) a certain Irrevocable Letter of Credit No. 158 issued by Citizen's Bank of Oviedo, in the sum of SIXTY ONE THOUSAND SEVEN HUNDRED SEVENTY EIGHT DOLLARS (\$61,778.00).

NOW THEREFORE, The BENEFICIARY or the HOLDER on behalf of the LOT OWNERS, agrees to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the BENEFICIARY or to the HOLDER on behalf of the LOT OWNERS in the sum of SIXTY ONE THOUSAND SEVEN HUNDRED SEVENTY EIGHT DOLLARS (\$61,778.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the BENEFICIARY or LOT OWNERS against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from 12/29/04, 2004, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The BENEFICIARY/HOLDER, or LOT OWNER shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

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

The PRINCIPAL further agrees that the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in Mills Cove subdivision), at its option, shall have the right to correct said defects resulting from faulty materials or workmanship or, pursuant to receipt of bids, cause to be corrected any defects or said defects in cause the PRINCIPAL shall fail or refuse to do so, and, in the event the BENEFICIARY/LOT OWNERS should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the BENEFICIARY (which shall include, but not be limited to any individual lot owner in Mills Cove subdivision) the total costs thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

(This Agreement and all rights hereunder may be assigned by the HOLDER to the Mills Cove Homeowner's Association, Inc. or to the individual lot owners of Mills Cove subdivision as the case may be.)

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

ATTEST/WITNESSES:

Trudy McCoy
Print Name : Trudy McCoy
Print Name : _____

PRINCIPAL:

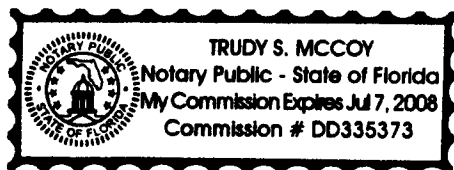
[Signature]

By: David E. Axel
As: President, Mills Cove, Inc.
Date: 05-OCT-2004

STATE OF FLORIDA

COUNTY OF SEMINOLE

The Foregoing instrument was acknowledged before me this 5th day of Oct., 2004, by David E. Axel as President of Mills Cove, Inc., who is personally known to me



Trudy McCoy
Print Name Trudy McCoy
Notary Public in and for the County and State Aforementioned.

ATTEST/WITNESSES:

Print Name : DAVID E. AXEL

Print Name : _____

BENEFICIARY:

By: William L. Bishop

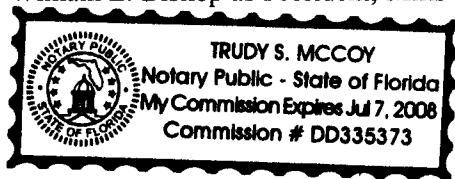
As: President, Mills Cove Homeowner's Association, Inc.

Date: 05 - 09 - 2004

STATE OF Florida

COUNTY OF Seminole

The Foregoing instrument was acknowledged before me this 5th day of Oct., 2004, by William L. Bishop as President, Mills Cove Homeowner's Association, Inc., who is personally known to me.



Trudy McCoy
Print Name Trudy McCoy

Notary Public in and for the County and State Aforementioned.

Witnesses

SHERYL HARLESS
Sheryl Harless

HOLDER:

DEPARTMENT OF PUBLIC WORKS
ROAD OPERATIONS AND STORMWATER DIVISION
SEMINOLE COUNTY, FLORIDA

Mark E. Flomerfelt, P.E., Manager
Road Operations and Stormwater Division

Date:

1/7/05

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

STATE OF FLORIDA)

COUNTY OF)

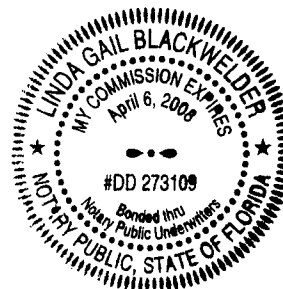
Seminole)

The foregoing instrument was acknowledged before me this 7th day of JAN, 2005,
by MARK FLOMERFELT, who is personally known to me or who has produced
_____ as identification.

Linda Gail Blackwelder
Signature of Notary Public in and for the County and
State Aforementioned

My Commission Expires: April 6, 2008

(App E, LDC, through Supp 16).



Main Office
156 Geneva Dr
407.365.6611 p
407.365.6030 f

Alafaya Office
10 Alafaya Woods Blvd
407.365.2212 p
407.365.8833 f

Oviedo Marketplace
Mall Office
407.365.6611 p
407.977.4572 f

Red Bug Office
8305 Red Bug Lake Rd

407.366.4868 p
407.366.0625 f

Mailing Address
P.O. Box 620729
Oviedo, FL
32762-0729

Loan Department
407.365.5631 p
407.365.5635 f

Subdivision and site plan

Irrevocable letter of credit
(For Private Road Maintenance Agreement)



The Citizens Bank of Oviedo
November 22, 2004

Seminole County Board of County Commissioners
Seminole County Services Building
1101 East First Street
Sandford, Florida 32771

Re: Irrevocable Letter of Credit Number 158

Dear Commissioners:

By order of Mills Cove, Inc., we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on The Citizens Bank of Oviedo up to an aggregate amount of \$61,778.00 available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Private Road Maintenance Agreement dated 12/29/04, between Mills Cove, Inc. and Seminole County is in default.

Drafts must be drawn and negotiated on or before 2/29/07, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 158 of The Citizens Bank of Oviedo dated November 22, 2004 and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically renew itself for a one-year period unless the Bank shall give notice to you no later than forty-five (45) days preceding the expiration date not to renew the Letter of Credit, in which case, the County, shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. In the event a draw based on expiration of this Letter of Credit the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Private Road Maintenance Agreement with Mills Cove

Upon tender of payment, you will release to the Bank the original Irrevocable Letter of Credit marked "Cancelled." In any event, upon expiration of the Private Road Maintenance Agreement dated 12/29/04, and the completion of Mills Cove Homeowner's Association, Inc. obligations thereunder, you will return the original Letter of Credit to this Bank marked "Cancelled."

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



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

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Private Road Maintenance Agreement dated 12/29/04, and referenced herein.

(This Letter of Credit and all rights hereunder may be assigned by Seminole County.)

Very truly yours,



Tim Slattery, Vice President

Attest:



Paula Moore, Cashier

(CORPORATE SEAL)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Tusca Place North Final Plat

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

AUTHORIZED BY: Dori Debord

CONTACT: Brian Walker

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the final plat for Tusca Place North Subdivision located on the southeastern corner of Brisson & Celery Ave. in Section 32, Township 19 South, Range 31 East.

District 5 Brenda Carey

Brian Walker

BACKGROUND:

The applicant, Suncom, Inc., is requesting final plat approval for a 45 lot single family residential subdivision. The project site is 14.26 +/- acres in size.

The subject property is zoned as a Planned Unit Development. The minimum lot size for the subdivision is 5,000 square feet.

Water and sewer for the proposed subdivision will be provided by the City of Sanford. Reclaimed water is also available to the site and will be utilized by the subdivision. The internal subdivision roads will be private and owned and maintained by the Home Owner's Association.

Staff has reviewed the plat and finds that it complies with Chapter 35 of the Seminole County Land Development Code and Chapter 177, Florida Statutes. The applicant has posted a performance bond in compliance with Seminole County Land Development Code 35.44(e) *Additional Required Legal Submittals (1) Bonds* to guarantee all infrastructure improvements.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the final plat for Tusca Place North Subdivision located on the southeastern corner of Brisson & Celery Ave. in Section 32, Township 19 South, Range 31 East.

ATTACHMENTS:

1. Tusca Place Plat
2. Maps and Aerials
3. Maps and Aerials
4. Maps and Aerials

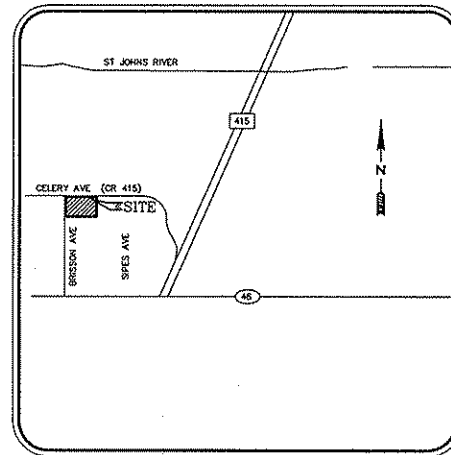
Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

TUSCA PLACE - NORTH

SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST

SEMINOLE COUNTY, FLORIDA



VICINITY MAP

NOT TO SCALE

NOTES:

- BEARING STRUCTURE BASED ON DEPT. OF TRANSPORTATION RIGHT-OF-WAY MAP FOR ROAD NO. 415. NORTH LINE OF NORTHEAST 1/4 SECTION 32 - TOWNSHIP 19 SOUTH - RANGE 31 EAST, AS BEING N 89°50'10" E.
- A UTILITY EASEMENT 10' IN WIDTH ALONG THE FRONT OF ALL LOTS AND TRACTS B, C, D, E AND G ADJACENT TO ALL STREETS, IS DEDICATED TO SEMINOLE COUNTY.
- TRACT "A", "C", "D" AND "F" ARE OPEN SPACE DEDICATED TO AND MAINTAINED BY THE TUSCA PLACE HOMEOWNERS ASSOCIATION.
- TRACTS "B" AND "E" ARE DRAINAGE, RETENTION, AND RECREATION AREAS DEDICATED TO AND MAINTAINED BY THE TUSCA PLACE HOMEOWNERS ASSOCIATION.
- TRACT "G" IS A RECREATION AREA DEDICATED TO AND MAINTAINED BY THE TUSCA PLACE HOMEOWNERS ASSOCIATION.
- THE ACCESS AND DRAINAGE EASEMENTS AS SHOWN HEREON ARE DEDICATED TO AND MAINTAINED BY THE TUSCA PLACE HOMEOWNERS ASSOCIATION.
- = DENOTES A PERMANENT CONTROL POINT, SET HAL WITH A BRASS DISC STAMPED "PCP LB 7143", UNLESS OTHERWISE NOTED, AFTER ROAD CONSTRUCTION IS COMPLETE.
- = DENOTES A PERMANENT REFERENCE MONUMENT, SET 4" X 4" CM WITH A BRASS DISC STAMPED "PRM LB 7143", UNLESS OTHERWISE NOTED.
- ↻ = DENOTES A BEARING CHANGE, POINT OF CURVATURE OR POINT OF TANGENCY.
- ALL LOTS SHOWN HEREON ARE NON-RADIAL UNLESS DENOTED BY (R). (R) DENOTES RADIAL.
- THE PLATTED LANDS SHOWN HEREON ARE SUBJECT TO A DECLARATION AND DEDICATION OF AVIGATION EASEMENT AND RELATED COVENANT AND AGREEMENTS AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
- WALL, FENCE, LANDSCAPE AND MAINTENANCE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE TUSCA PLACE HOMEOWNERS ASSOCIATION FOR MAINTENANCE OF THE SUBDIVISION FENCE & WALL.
- VEHICULAR ACCESS RIGHTS FROM LOTS 18 THROUGH 29 (INCLUSIVE) ALONG VINEYARD CIRCLE--(TUSCA PLACE -- SOUTH) ARE HEREBY DEDICATED TO SEMINOLE COUNTY AND DIRECT / DRIVEWAY ACCESS IS PROHIBITED BY LOT OWNERS.
- COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE AND ARE THEREFORE NOT CONSISTANT WITH THE LEGAL DESCRIPTION SHOWN HEREON.
- THE DEDICATION OF EASEMENTS TO SEMINOLE COUNTY SHALL NOT BE CONSTRUED AS CREATING AN OBLIGATION UPON SEMINOLE COUNTY TO PERFORM CONSTRUCTION OR MAINTENANCE WITHIN SUCH DEDICATED AREAS.
- TRACTS "H" & "J" ARE RIGHT OF WAY TRACTS AND ARE HEREBY DEDICATED TO SEMINOLE COUNTY FOR RIGHT OF WAY.

LEGEND:

| | | | |
|--------|--|------|--------------------------------|
| CM | - CONCRETE MONUMENT | RP | - RADIAL POINT |
| Δ | - CENTRAL ANGLE | PC | - POINT OF CURVATURE |
| DE | - DRAINAGE EASEMENT | PCP | - PERMANENT CONTROL POINT |
| ME | - MAINTENANCE EASEMENT | PI | - POINT OF INTERSECTION |
| D/UE | - DRAINAGE & UTILITY EASEMENT | POB | - POINT OF BEGINNING |
| ESMT | - EASEMENT | POC | - POINT OF COMMENCEMENT |
| FND | - FOUND | PRM | - PERMANENT REFERENCE MONUMENT |
| GIS | - GEOGRAPHIC INFORMATION SYSTEM | PT | - POINT OF TANGENCY |
| IP | - IRON PIPE | R | - CURVE RADIUS |
| IR | - IRON ROD | R/W | - RIGHT OF WAY |
| L | - ARC LENGTH | UE | - UTILITY EASEMENT |
| MEAS | - MEASURED BEARING | PB | - PLAT BOOK |
| N&O | - NAIL & DISK | T19S | - TOWNSHIP 19 SOUTH |
| SEC 32 | - SECTION 32 | R31E | - RANGE 31 EAST |
| FL DOT | - FLORIDA DEPARTMENT OF TRANSPORTATION | | |

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.



© 2007 Post Office Box 2808
500 West Fulton Street
Sanford, Florida 32772-2808
Telephone: (407) 322-6841
Fax: (407) 330-0639
www.cphengineers.com
Certificate of Authorization LB# 7143

Legal Description:

A PORTION OF SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 3/4 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST, ALL LYING IN SEMINOLE COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY.

CONTAINING 621,327 SQUARE FEET OR 14.26 ACRES, MORE OR LESS.

JOINDER AND CONSENT TO DEDICATION

Legacy Investments, LLC, incorporated under the laws of the state of Florida hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the property shown, and described plat entitled Tusca Place North, located in the County of Seminole, State of Florida, does hereby join in, and consent to, the dedication, shown on the plat, of the lands therein, and described by the owner thereof, and agree that its mortgage, lien, or other encumbrance, which is recorded in Official Records Book 5822, at page 2156, of the public records of Seminole County, Florida, shall be subordinated to the said dedication. In witness whereof, has caused these presents to be signed in its corporate name by its corporate name by its president, its corporate seal to be hereunto affixed and attested by its president this ____ day of _____, 2007.

Legacy Investments, LLC
(Bank name)

By _____
President

Printed name: _____

SIGNED AND SEALED IN THE PRESENCE OF:
WITNESSES:

(Signature) _____ (Signature) _____

(Print Name) _____ (Print Name) _____

State of Florida,

County of: _____
The foregoing instrument was acknowledged before me this ____ day of _____, 2007, By _____, as _____ who is personally known to me or has produced as identification.

Notary public.

(Signature) _____

(Print Name) _____
Commission Number: _____
My Commission Expires: _____

JOINDER AND CONSENT TO DEDICATION

Colonial Bank, incorporated under the laws of the state of Florida hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the property shown, and described plat entitled Tusca Place North, located in the County of Seminole, State of Florida, does hereby join in, and consent to, the dedication, shown on the plat, of the lands therein, and described by the owner thereof, and agree that its mortgage, lien, or other encumbrance, which is recorded in Official Records Book 5862, at page 1080, of the public records of Seminole County, Florida, shall be subordinated to the said dedication. In witness whereof, has caused these presents to be signed in its corporate name by its corporate name by its president, its corporate seal to be hereunto affixed and attested by its president this ____ day of _____, 2007.

Colonial Bank
(Bank name)

By _____
President

Printed name: _____

SIGNED AND SEALED IN THE PRESENCE OF:
WITNESSES:

(Signature) _____ (Signature) _____

(Print Name) _____ (Print Name) _____

State of Florida,

County of: _____
The foregoing instrument was acknowledged before me this ____ day of _____, 2007, By _____, as _____ who is personally known to me or has produced as identification.

Notary public.

(Signature) _____

(Print Name) _____
Commission Number: _____
My Commission Expires: _____

**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 _____

Printed Name _____

Attest: _____
Clerk of the Board

By _____ D.C.

**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, and was filed for record on _____ at _____.

File No.: _____

CLERK OF THE CIRCUIT COURT
in and for Seminole County, Florida By: _____

_____ D.C.

PLAT
BOOK PAGE

DEDICATION

TUSCA PLACE - NORTH

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, do hereby dedicate said lands and plot for the uses and purposes thereon expressed and dedicates TRACTS "B" & "E" (DRAINAGE & RETENTION), Piso Lane, Lili Petal Court, & Tulip Valley Point (RIGHT OF WAY) to the Tusca Place Homeowners Association, and dedicates all drainage & Utility easements shown hereon to the perpetual use of the public.

The owner does hereby grant to Seminole County the non exclusive and perpetual right of ingress egress over and across all of the private streets shown and does hereby grant to the present and future owners of adjacent lands and their guest, invitees and domestic help, and to delivery, pickup and fire protection services, police, authorities of the United States postal service mail carriers, representatives of utilities authorized by the owner, holders of mortgage liens on such lands, the non exclusive and perpetual right of ingress 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 create or participate in a disturbance or nuisance on any part of the land shown on this plat.

IN WITNESS WHEREOF, the undersigned owners have executed this Dedication in the manner provided by law. Signed, sealed and delivered in our presence with witnesses as shown:
SUNCOM, INC.

By: _____ President

(Print Name) _____

SIGNED AND SEALED IN THE PRESENCE OF:
WITNESSES:

(Signature) _____ (Signature) _____

(Print Name) _____ (Print Name) _____

STATE OF: Florida
COUNTY OF: Seminole

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ as _____ of SUNCOM, INC., a Florida corporation, and the person who executed the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and who is personally known to me or who provided a valid Florida Drivers License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2007.

NOTARY PUBLIC:

(Signature) _____

(Print Name) _____
Commission Number: _____
My Commission Expires: _____

**CERTIFICATE OF
PREPARING SURVEYOR**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a Professional Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his supervision, and that this plat complies with all the provisions of Chapter 177, Florida Statutes.

Dated: _____
Registration No. 6025
Ralph A. Niela, P.S.M.
CPH Engineers, Inc.
500 West Fulton Street
Sanford, Florida 32772-2808
Telephone: (407) 322-6841
Fax: (407) 330-0639
Certificate of Authorization LB# 7143

COUNTY SURVEYOR'S CERTIFICATE

I hereby certify that I have reviewed this survey and plat for conformity to Chapter 177 of the Florida Statutes.

Steve L. Wessels, P.L.S.
Florida Registration Number 4589
County Surveyor for Seminole County, Florida.

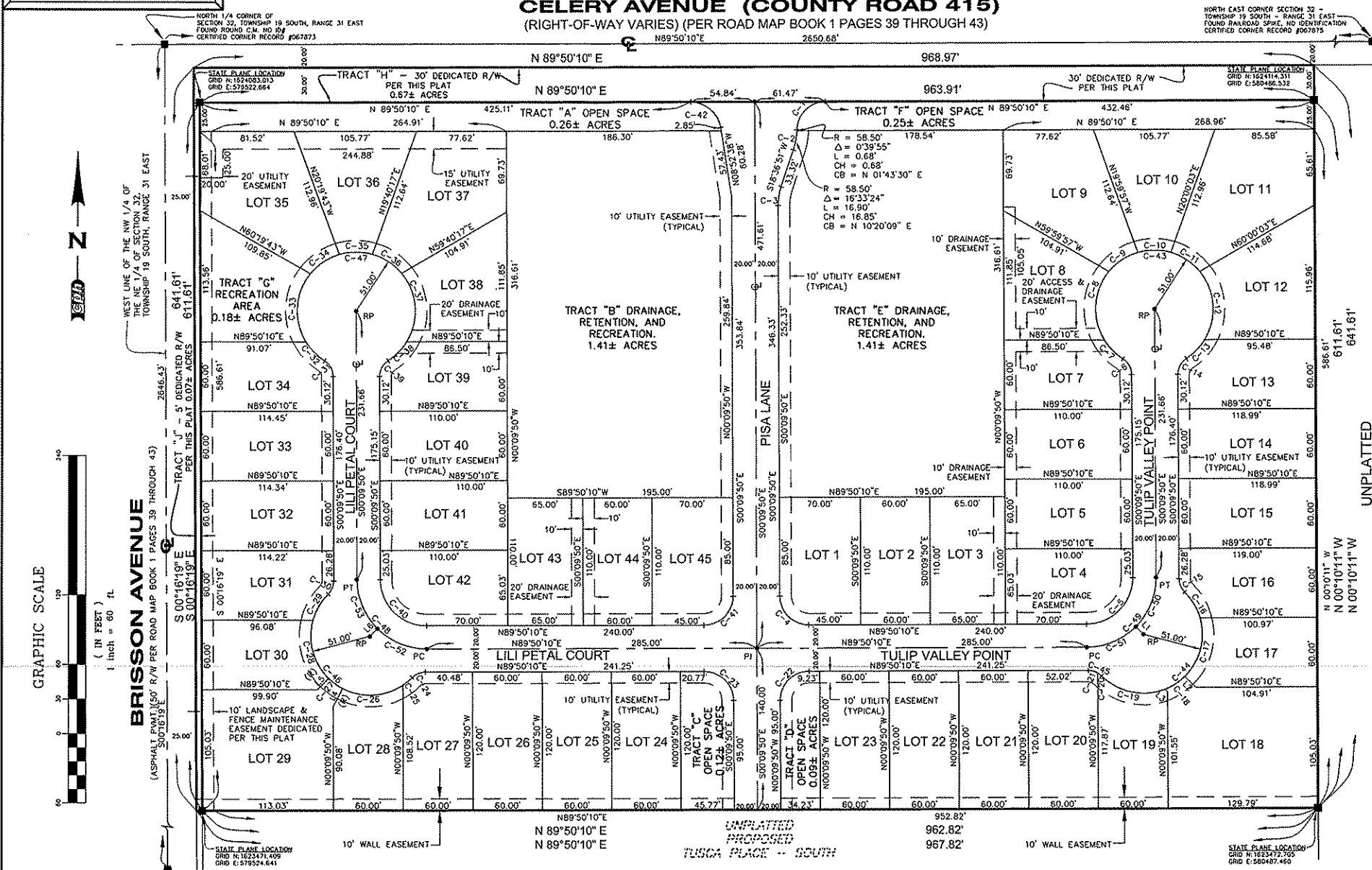
Date: _____

NOTICE
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TUSCA PLACE - NORTH
SECTION 32, TOWNSHIP 19 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA
CELERY AVENUE (COUNTY ROAD 415)
(RIGHT-OF-WAY VARIES) (PER ROAD MAP BOOK 1 PAGES 39 THROUGH 43)

SHEET 2 OF 2

PLAT
BOOK PAGE

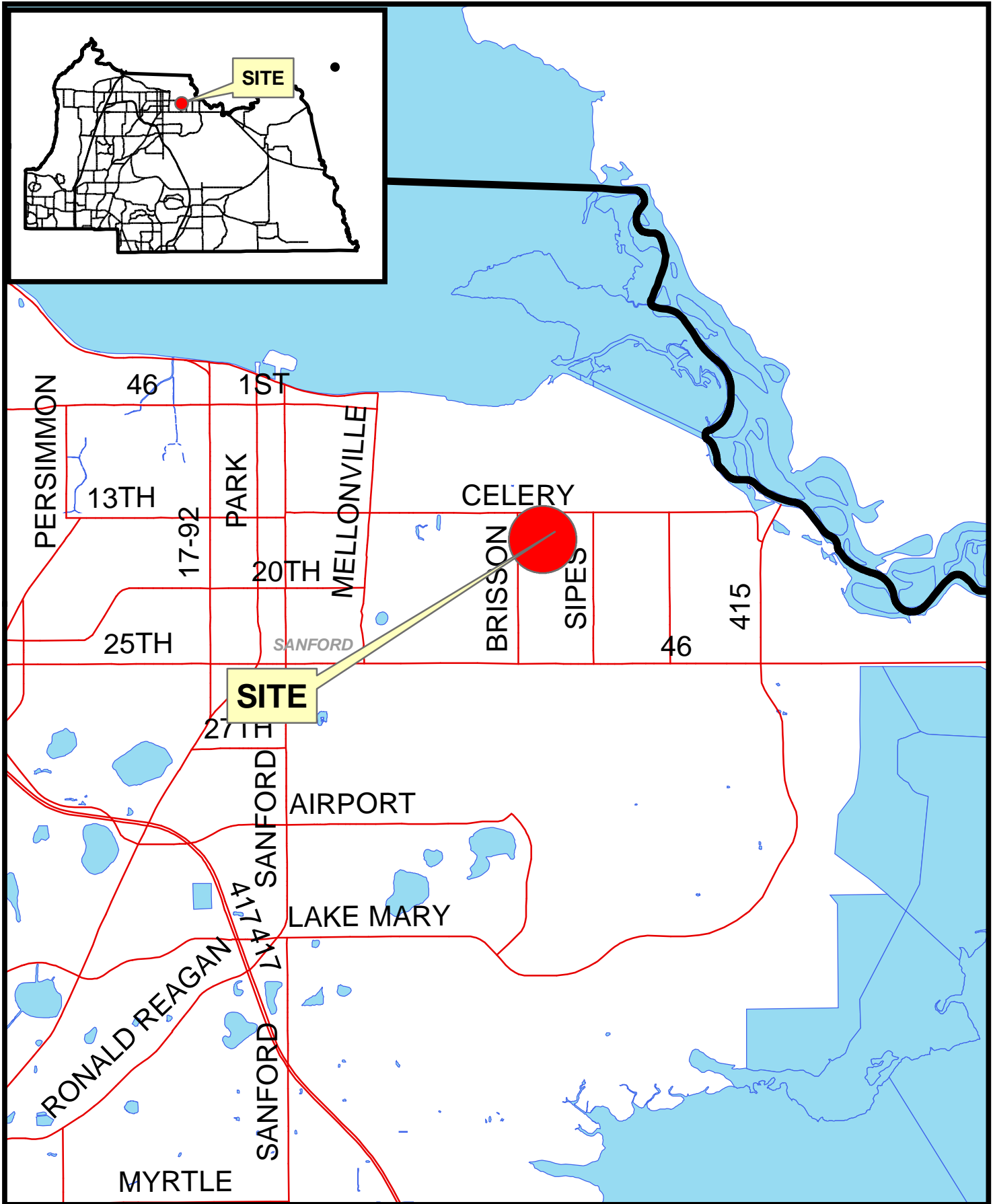


- DENOTES A PERMANENT REFERENCE MONUMENT, SET 4" X 4" CM WITH A BRASS DISC STAMPED "PRM LB 7143", UNLESS OTHERWISE NOTED.
- DENOTES A PERMANENT CONTROL POINT, SET NAIL WITH A BRASS DISC STAMPED "PCP LB 7143", UNLESS OTHERWISE NOTED, AFTER ROAD CONSTRUCTION IS COMPLETE.
- DENOTES A BEARING CHANGE, POINT OF CURVATURE OR POINT OF TANGENCY.

Cph ENGINEERS, INC.
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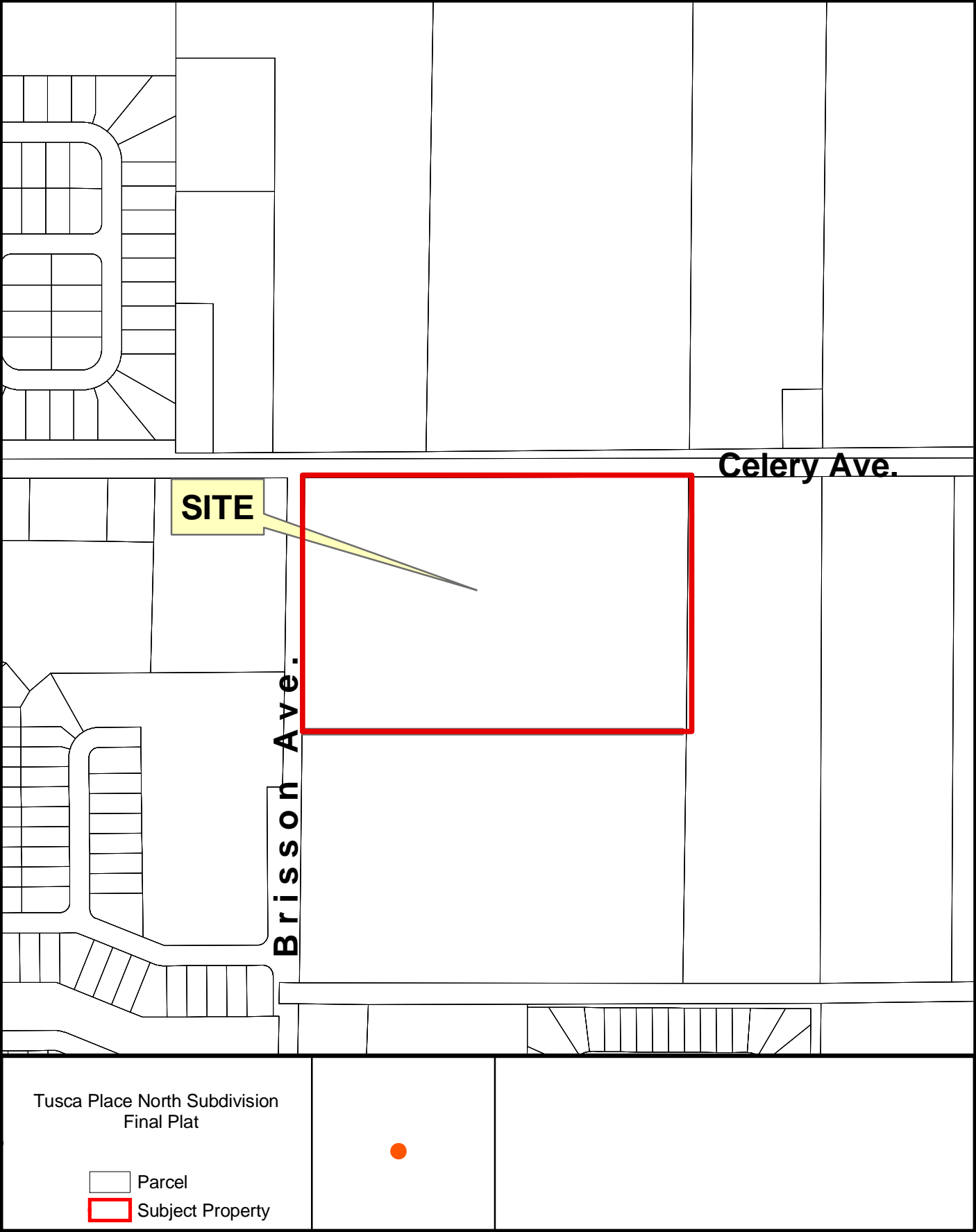
| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 49°09'50" W | 3.30 |
| L2 | N 43°19'40" W | 13.49 |
| L3 | N 65°18'40" W | 8.44 |
| L4 | N 27°22'43" E | 17.70 |
| L5 | N 44°17'20" E | 13.40 |
| L6 | N 44°30'10" E | 2.30 |

| CURVE | DELTA | RADIUS | CHORD | LENGTH | CH. BRG. |
|-------|-----------|--------|-------|--------|---------------|
| C-1 | 88°26'38" | 25.00 | 34.87 | 38.59 | S 45°36'31" W |
| C-2 | 17°13'18" | 58.50 | 17.57 | 17.58 | N 10°00'12" E |
| C-3 | 18°52'00" | 20.00 | 16.45 | 16.45 | S 20°10'15" W |
| C-4 | 90°00'00" | 25.00 | 35.36 | 38.27 | S 45°09'50" E |
| C-5 | 90°00'00" | 40.00 | 56.57 | 62.83 | N 44°50'10" E |
| C-6 | 57°29'57" | 15.00 | 15.39 | 16.06 | N 20°54'48" E |
| C-7 | 26°01'19" | 51.00 | 22.98 | 23.16 | S 44°30'07" E |
| C-8 | 21°04'23" | 51.00 | 20.28 | 20.51 | S 60°53'44" W |
| C-9 | 34°16'46" | 51.00 | 30.06 | 30.51 | S 58°30'18" W |
| C-10 | 32°34'45" | 51.00 | 28.61 | 29.00 | N 69°59'36" W |
| C-11 | 34°16'46" | 51.00 | 30.06 | 30.51 | N 56°34'11" W |
| C-12 | 26°01'19" | 51.00 | 22.98 | 23.16 | S 72°33'31" E |
| C-13 | 26°01'19" | 51.00 | 22.98 | 23.16 | N 44°50'10" E |
| C-14 | 57°29'57" | 15.00 | 15.39 | 16.06 | S 28°35'08" W |
| C-15 | 45°22'22" | 16.00 | 12.38 | 12.69 | S 27°33'31" E |
| C-16 | 29°29'02" | 51.00 | 23.86 | 24.16 | N 30°51'18" W |
| C-17 | 61°42'17" | 51.00 | 52.31 | 54.92 | N 14°43'04" E |
| C-18 | 23°10'14" | 51.00 | 20.48 | 20.62 | N 52°09'19" E |
| C-19 | 46°13'04" | 51.00 | 53.80 | 56.24 | S 72°50'01" E |
| C-20 | 15°32'20" | 16.00 | 4.33 | 4.34 | N 52°28'36" W |
| C-21 | 29°55'02" | 16.00 | 8.26 | 8.35 | N 25°12'19" W |
| C-22 | 40°00'00" | 25.00 | 33.37 | 35.36 | S 44°50'10" W |
| C-23 | 90°00'00" | 25.00 | 35.36 | 38.27 | N 45°09'50" W |
| C-24 | 45°22'22" | 16.00 | 12.38 | 12.69 | S 67°06'29" W |
| C-25 | 17°50'29" | 16.00 | 10.52 | 10.54 | N 50°08'08" E |
| C-26 | 61°09'31" | 51.00 | 51.69 | 54.43 | N 66°48'03" E |
| C-27 | 16°54'41" | 51.00 | 79.00 | 15.00 | S 34°50'01" E |






filename: L:\DR\temp\p&z\StaffMaps\GrandOaks.mxd Printed: 09/28/05

Tusca Place North
Final Plat





| | | |
|---|---|--|
| <p>Tusca Place North Subdivision Final Plat</p> <p> Parcel</p> <p> Subject Property</p> |  | |
|---|---|--|

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Pollo Tropical Inc./Red Bug Lake Road Grand Opening Special Event Permit

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

AUTHORIZED BY: Dori Debord

CONTACT: Amy Stevenson

EXT: 7357

MOTION/RECOMMENDATION:

Authorize and approve the request by Pollo Tropical Inc., applicant for a Special Event permit, for a grand opening event at 8301 Red Bug Lake Road to be held on June 22, 2007 and June 23, 2007 according to the following schedule:

June 22, 2007: 4 PM – 9 PM, festival

June 22, 2007: 5 PM – 8 PM, free concert

June 23, 2007: 12 PM – 8 PM, festival

June 23, 2007: 5 PM – 8 PM, free concert

District 1 Bob Dallari

Amy Stevenson

BACKGROUND:

Pollo Tropical Inc. is requesting a Special Event permit for a grand opening event at 8301 Red Bug Lake Road to be held on June 22, 2007 and June 23, 2007 according to the following schedule:

June 22, 2007: 4 PM – 9 PM, festival

June 22, 2007: 5 PM – 8 PM, free concert

June 23, 2007: 12 PM – 8 PM, festival

June 23, 2007: 5 PM – 8 PM, free concert

Although the Special Event Application and letter from Pollo Tropical (Event Details), attached to this report, state a festival time on June 23, 2007 from 11 AM - 8 PM, Seminole County Code Section 185.5 limits festival hours to not continue for more than one eight-hour period without a 24-hour rest period. Changing the event hours to 12 PM - 8 PM on that date enables compliance with County Code. The applicant has been contacted regarding this regulation and change to the request before the Board.

The event will be Pollo Tropical's Grand Opening, consisting of entertainment and games for families and children, such as an inflatable slide, kid's tent and stage. On June 22, 2007 Pollo Tropical will have an outside concert featuring Los Fugitious Band from 5 PM to 8 PM, with the festival continuing until 9 PM. The festival will resume on June 23, 2007 at 12 PM until 8 PM; with another free concert featuring Network Rythmn from 5 PM to 8 PM. There will be no food

or beverages sold or distributed outside the restaurant for the event.

The event will be contained to the Pollo Tropical premises. Patrons of the event will utilize sanitation facilities located within the restaurant. There are four (4) restrooms located in the restaurant. The event will not interfere with traffic patterns or the drive-through operation. Parking will be located within the Pollo Tropical Restaurant facility and over-flow parking will be located at the adjacent shopping center.

One off-duty Seminole County Deputy shall be present at the event during all festival hours, except if the Seminole County Sheriff's Office determines otherwise.

Approximately 40 children and 30 adults are expected to attend the two day event.

STAFF RECOMMENDATION:

Staff recommends the Board authorize and approve the request for a Special Event permit for an outdoor festival and concert to be held at 8301 Red Bug Lake Road on June 22, 2007 and June 23, 2007 based upon the following conditions:

1. All festival areas must be separated from parking areas by the use of traffic cones.
2. One off-duty Seminole County Deputy will be present during all festival hours unless otherwise determined by the Seminole County Sheriff's Office
3. All children under the age of 17 must be accompanied by an adult.
4. The hours of operation for the outdoor festival and concert are limited to the following:
June 22, 2007: 4 PM – 9 PM, festival
June 22, 2007: 5 PM – 8 PM, free concert
June 23, 2007: 12 PM – 8 PM, festival
June 23, 2007: 5 PM – 8 PM, free concert

ATTACHMENTS:

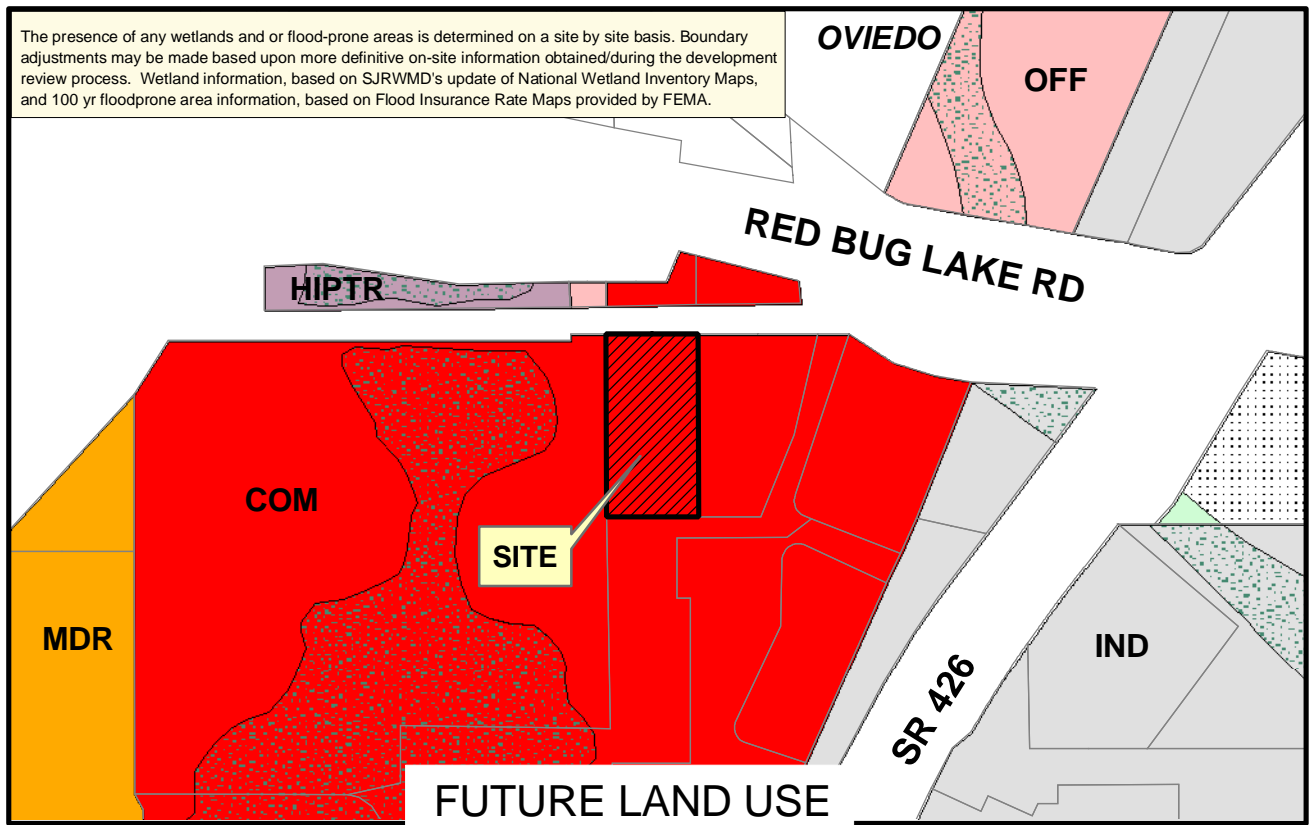
1. Location Map
2. Zoning and Land Use map
3. Special Event Application
4. Festival Details
5. Site Plan
6. Proof of Insurance
7. Legal Description

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)



The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.

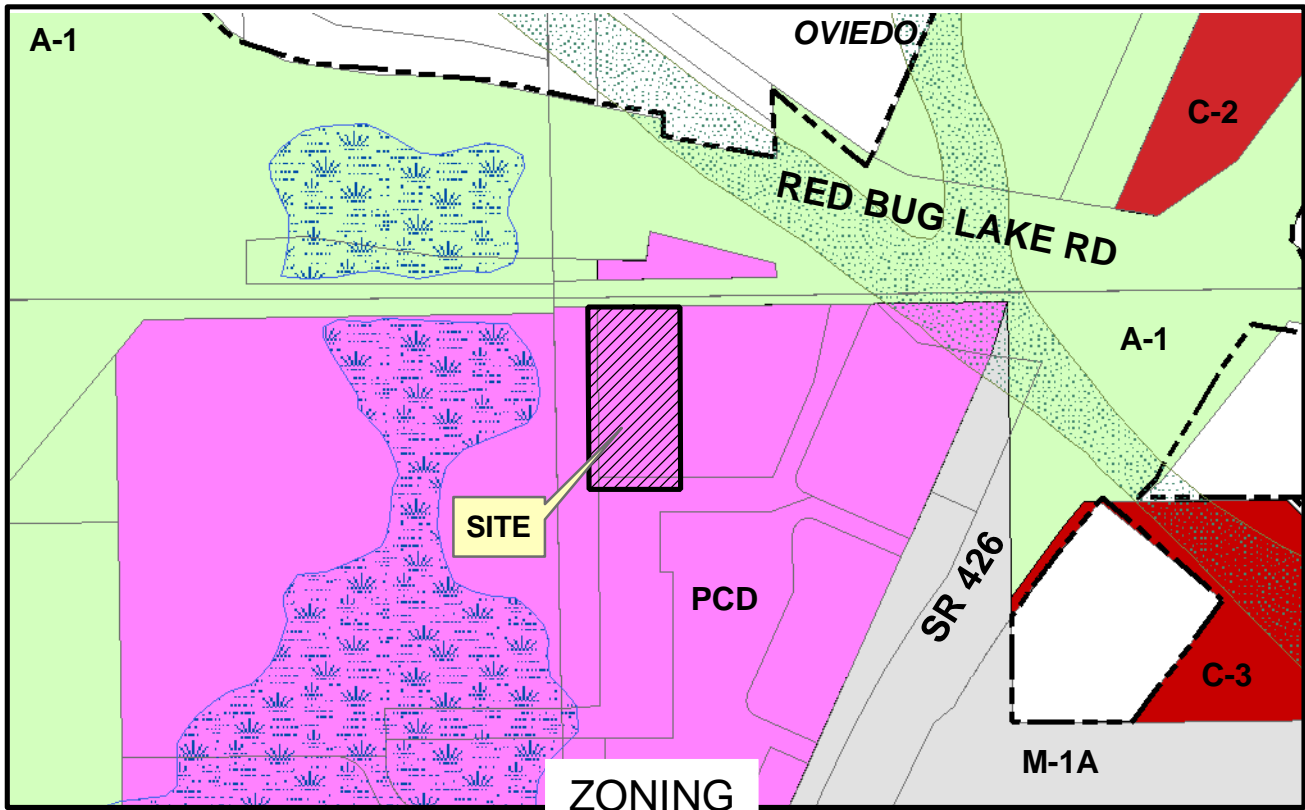


COM MDR HIPTR OFF IND Site Municipality CONS

Applicant: Pat Butler, Pollo Tropical Inc.
 Physical STR: 20-21-31-5NV-0000-0060
 Gross Acres: .89 +/- BCC District: 2
 Existing Use: restaurant
 Special Notes: Special Event Permit

| | Amend/ Rezone# | From | To |
|--------|-------------------|------|----|
| FLU | -- | -- | -- |
| Zoning | Z2007-032 | -- | -- |

DRAFT PLEASE SIGN:



A-1 C-2 C-3 M-1A PCD FP-1 W-1

filename: L:\pl\projects\p&z\GIS\staff_report_pkgs2007\amendments\z2007-032.mxd 05/18/07

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.

\$50.00 Application Fee

Application for Special Event Permit

(Please fill out application attaching additional pages as necessary.)

Applicant: Pat Butler Pollo Tropical, Inc. Application Date: May 17, 07
Phone Number: 407-342-8973 Facsimile Number: 407-365-9489
Dates of Event: Tue 22 + 23 2007 Hours of Event: Friday 4-9pm/Sat 11-9pm
Address of Event: 8301 Red Bug Rd 32765 Location Description: QUEDO, FL
Corner of 434/Red Bug Rd - Home Depot Shopping - "QUEDO Crossing"
Legal Description: Site plan of description emailed. We will take up 8 parking spaces on our property.

Description of Event (Please include schedule of activities): Grande Opening
cont w/ Snow (8 tons on plastic tarp); inflatable slide,
inflatable Chuckle logo; 1-15 x 20 stage, 1 Band Friday
night 6-8pm, Sat night Band 6-8pm, face painters,
balloon making, information game tent 10x10. All in
the parking lot of Pollo Tropical.

Disclosure of financial backing of event: Pollo Tropical, INC
Names of people/performers involved: Los fugitivos band Friday night &
Tropical Steel Band Saturday night. A funny business inflatable
company.
☒ Copy of insurance provided for the event.
☒ Copy of licenses for food or alcoholic beverages as necessary.
☒ Owner's Authorization if different from the Applicant listed.

8.5" x 11" Site Plan is required with the following items identified:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Property lines | <input checked="" type="checkbox"/> Transportation modes and routes from parking to event - |
| <input checked="" type="checkbox"/> Streets and access points | <input checked="" type="checkbox"/> Restroom and garbage locations |
| <input checked="" type="checkbox"/> Adjacent land uses - <u>NONE</u> | <input checked="" type="checkbox"/> Location of music or amplified sound source |
| <input checked="" type="checkbox"/> Location of existing buildings - | <input checked="" type="checkbox"/> Provisions for medical facilities - <u>Fire Dept</u> |
| <input checked="" type="checkbox"/> Location of tents and temporary structures | <input checked="" type="checkbox"/> Provisions for security and traffic control - <u>Shaw's</u> |
| <input checked="" type="checkbox"/> Parking facilities safely separated from event location - <u>on our property only</u> | |

Signature: P. Butler

Date: May 17, 07

For Office Use Only

GUI #: _____
Planner: _____ BCC Date: _____
BCC Action: _____ Permit Number: _____



TO: Seminole County Commissioners

FROM: Pollo Tropical, Inc.

RE: Grand Opening Celebration

Description: We are inviting the public to come to our Grand Opening Celebration scheduled for June 22-23. The event will include latin salsa music(4 pc) on Friday Night from 5-8pm and a Steel drum band on Saturday from 5-8pm. They will perform on a 15 x 20 stage without a canopy. We will also have an inflatable slide and games for the children. We will have insured attendants At all kids venues. There will be no food or beverages sold or distributed outside the restaurant. All tents, inflatables and the stage will be on our property and take 8 parking spaces. The event Will not interfere with traffic patterns or our drive through operation.

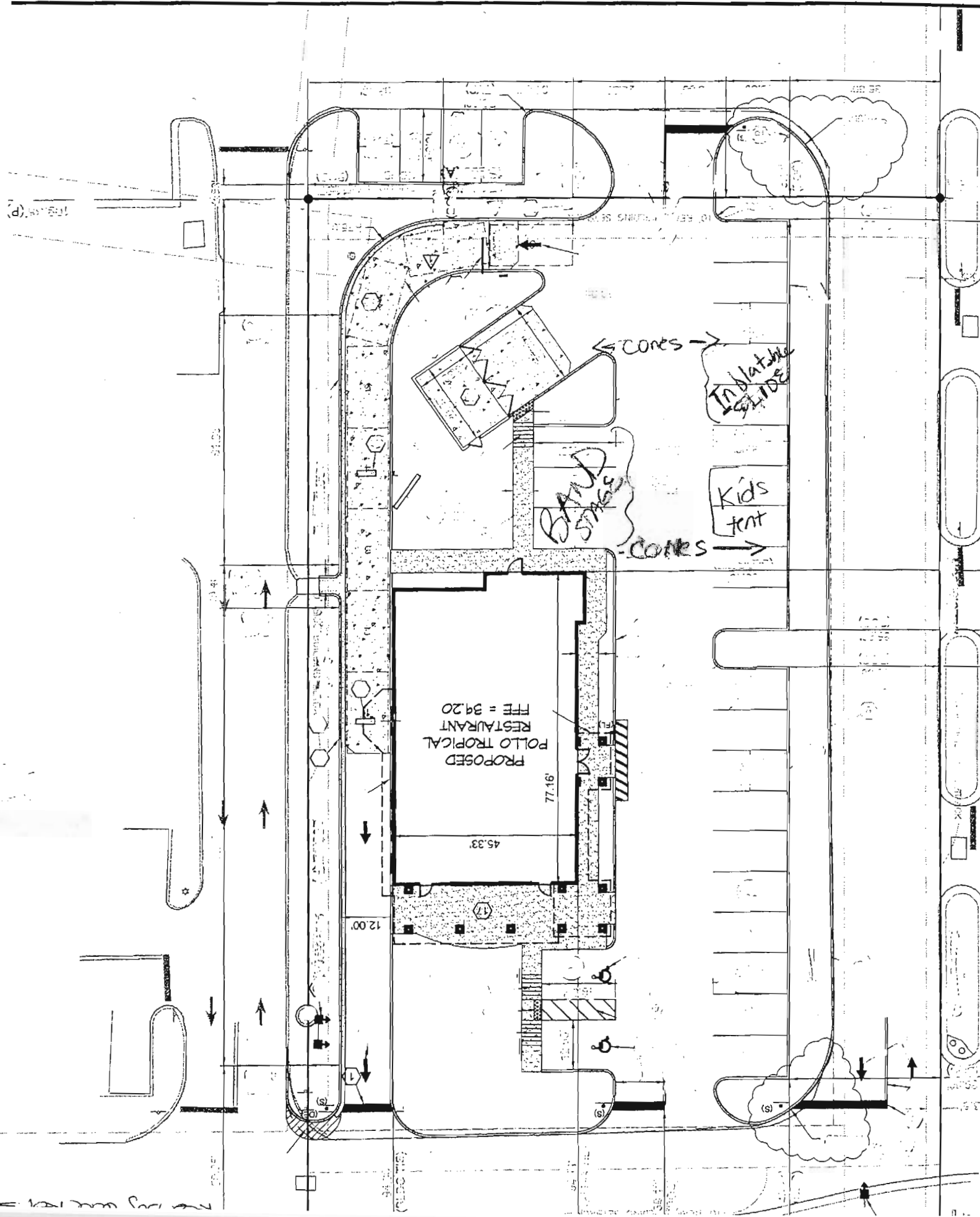
The event will take place Friday June 22 from 4pm to 9pm and Saturday from 11am to 9pm.

If you have any questions or concerns, please contact me on my cell phone at 407 342 8973.

Thank you,

Patricia W. Butler
Regional Marketing Coordinator
Pollo Tropical, Inc.

7300 N. Kendall Dr. Miami, FL 33156 Phone: 305-670-7696 Fax: 305-671-1270



Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon you the certificate holder. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed below.

This is to certify that (Name and address of Insured)

POLLO OPERATIONS, INC.
T/A POLLO TROPICAL
7300 N. KENDALL DRIVE
8TH FLOOR
MIAMI, FL 33156



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

| Expiration Type | Eff./Exp. Date(s) | Policy Number(s) | Limits of Liability | |
|--|-------------------------|--------------------|---|--|
| <input type="checkbox"/> Continuous* <input type="checkbox"/> Extended <input checked="" type="checkbox"/> Policy Term | 01/01/2007 / 01/01/2008 | WA7-18D-041343-417 | Coverage afforded under WC law of the following states: FL, NJ, NY | Employers Liability Bodily Injury By Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person |
| Workers Compensation | | | | |
| General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence Retro Date | 01/01/2007 / 01/01/2008 | TB1-181-041343-367 | General Aggregate-Other than Prod/Completed Operations \$2,000,000 Products/Completed Operations Aggregate \$2,000,000 Bodily Injury and Property Damage Liability \$1,000,000 Per Occurrence Personal and Advertising Injury \$1,000,000 Per Person / Organization Other Liability Other Liability | |
| Automobile Liability <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Non-Owned <input checked="" type="checkbox"/> Hired | | | Each Accident - Single Limit - B. I. and P. D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence | |
| | | | | |

C Cancellation clause does not apply to non-payment cancellation.

O WA policy includes deductible endorsement with \$250,000 deductible per occurrence/claims (desease) with the provision that Liberty Mutual will (may) advance payment of the deductible. -- 86 Location: 8301-8305 Red Bug Lake Road, Oviedo, FL 32765

M Additional Insured to TB-36 (Form LG1005): Dav-Lin Construction Company, Inc.

E
N
T
S

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. However, you will not be notified annually of the continuation of coverage.

Special Notice - Ohio: Any person who, with intent to defraud or knowing that he / she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Important information to Florida policyholders and certificate holders: in the event you have any questions or need information about this certificate for any reason, please contact your local sales producer, whose name and telephone number appears in the lower left corner of this certificate. The appropriate local sales office mailing address may also be obtained by calling this number.

Notice of cancellation: (not applicable unless a number of days is entered below). Before the stated expiration date the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days notice of such cancellation has been mailed to:

Office: UTICA, NY Phone: 315-732-6000

Certificate Holder:

Pollo Operations, Inc. T/A
Pollo Tropical
7300 N. Kendall Drive
8th Floor
Miami, FL 33156

Catherine L. Owens

CATHERINE OWENS

Authorized Representative

Date Issued: 02/16/2007 Prepared By: CO

LEGAL DESCRIPTION

LOT 6 GREENEWAY DEPOT PB 54 PGS 38 THRU 40
& 20-21-31-5NV-0E02-0000 PT OF TR E LYING N OF LOT 6 GREENEWAY
DEPOT
PB 54 PGS 38 THRU 40

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Florida Department of Environmental Protection Contract Agreement - Petroleum Compliance Verification Program

DEPARTMENT: Public Safety

DIVISION: Emergency Management

AUTHORIZED BY: Tad Stone

CONTACT: James B. Russell

EXT: 2332

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Amendment No. 6, terminating the State of Florida, Department of Environmental Protection Contract No. GC515 for the Petroleum Compliance Verification Program, effective June 30, 2007; and approve and authorize the Chairman to execute the State of Florida, Department of Environmental Protection Contract No. GC684 to become effective July 1, 2007.

County-wide

Tad Stone

BACKGROUND:

The State of Florida, Department of Environmental Protection, entered into a contract with Seminole County on September 24, 1997 (Contract No. GC515) to perform petroleum compliance inspection functions. The Florida Department of Environmental Protection now desires to align all county contracts to run parallel with the state's fiscal year and is requesting termination of the original agreement effective June 30, 2007 and wishes to enter into a new agreement (Contract No. GC684) that will run concurrent with the state's fiscal year July 1 – June 30.

Contact No. GC684 is substantially similar to the current Contract, with only minor changes. The majority of these changes address the format and flow of the Contract. Other changes include: deletion of paper inspection reports and inclusion of computer based reports using the Florida Inspection Reporting for Storage Tanks (FIRST) standards; paragraphs 5H and 5I have been added to include additional reporting requirements to the FDEP for leak autopsy and the underwriters laboratory flexible pipe incident notification; and, paragraph 42 has been modified to include language requiring FDEP to provide Seminole County with a report upon completion of the Compliance Verification Program Local Program Review Form.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute Amendment No. 6, terminating the State of Florida, Department of Environmental Protection Contract No. GC515 for the Petroleum Compliance Verification Program, effective June 30, 2007; and approve and authorize the Chairman to execute the State of Florida, Department of Environmental Protection Contract No. GC684 to become effective July 1, 2007.

ATTACHMENTS:

1. DEP Contract GC515
2. Amendment No. 6 (GC515)
3. DEP New Contract No. GC684

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

**DEP CONTRACT NO. GC515
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AGREEMENT FOR STORAGE TANK SYSTEM
COMPLIANCE VERIFICATION PROGRAM
FOR SEMINOLE COUNTY**

CONTRACTOR

SEMINOLE COUNTY
Department of Public Safety
200 West County Home Road
Sanford, Florida 32773

FEID NO.: 59-6000856

SCOPE OF SERVICES

The Florida Department of Environmental Protection (DEP or Department) hereby retains the CONTRACTOR for the following specific purposes and duties:

1. Perform compliance inspections at Chapters 62-761 and 62-762, Florida Administrative Code (F.A.C.), regulated storage facilities (excluding mineral acid tanks regulated by the DEP in accordance with Sections 376.320 - 376.326, Florida Statutes) within the jurisdictional boundaries of Seminole County as required by an executed Task Assignment(s). In addition, perform closure, installation, discharge inspections, and reinspections, as applicable, in accordance with each Task Assignment. Inspections shall be performed by an individual(s) in a position equivalent to an Environmental Specialist I level or higher. Beginning on the effective date of this Contract, the CONTRACTOR is authorized to enter private property in order to carry out inspections pursuant to Sections 403.091 and 403.858, Florida Statutes.

Site inspection responsibilities shall include:

- A. Contacting facility owners or operators, in writing or verbally, to schedule compliance, installation and tank closure inspections. The DEP Task Manager may require written notification of inspections if verbal methods have proved unsatisfactory.
- B. Meeting with the owners or operators of all regulated facilities in Seminole County and determining compliance with Chapters 62-761 and 62-762, F.A.C., and Chapter 376, Florida Statutes, with the exception of CONTRACTOR-owned/operated facilities. Inspections should be performed in accordance with each executed Task Assignment in the following priority order:
 1. Perform all inspections at facilities with known or suspected discharges involving free product within twenty-four (24) hours of receipt of notification. Authorize under Section 376.30711, F.S. (1996 Supp.), limited scope free product recovery from a new discharge according to Department guidelines.
 2. Perform all inspections at facilities with known or suspected discharges within ten (10) working days of receipt of notification. Complete the Florida Petroleum Liability and Restoration Insurance Program checklist for eligibility and ranking information. Send Cleanup Notification Letters to facility owners or operators, if appropriate.

3. Perform all Closure Inspections at all known storage tank system closure activities.
4. Perform all installation inspections of new installations in Seminole County to ensure that the system is properly constructed in accordance with Chapters 62-761 and 62-762, F.A.C., as applicable.
5. Perform compliance inspections and reinspections at registered regulated facilities as indicated by each executed Task Assignment. The following completion rate based on storage system construction and previous compliance record is required:
 - a. All facilities having a moderate or major potential for harm to the environment and moderate or major extent of deviation from the regulations, as referenced in the Storage Tank Penalty Guidelines and Assessments Memo (12/1/95) the previous year. (100%)
 - b. All facilities with at least one single-walled regulated system. (100%)
6. The following inspections at registered regulated facilities will be performed by the CONTRACTOR based on resources and priorities:

All facilities having only double-walled regulated systems. Perform reinspections of facilities only as needed to verify compliance of items previously identified as having a moderate or major potential for harm to the environment and moderate or major extent of deviation from the regulations, as referenced in the Storage Tank Penalty Guidelines and Assessments Memo (12/1/95). All violations, regardless of severity, which solely involve notification or reporting will not require a reinspection. Facilities not inspected during the current executed Task Assignment, will be prioritized to be inspected during the subsequent Task Assignment.
- C. Distribute registration forms to all unregistered facilities that become known to the CONTRACTOR as they are discovered, perform compliance inspections at all unregistered facilities found that are subject to Chapters 62-761 and 62-762, F.A.C., and take appropriate measures where required to obtain compliance.
- D. Complete inspection forms in accordance with the minimum standards referenced in Attachment C, Exhibit 1.
- E. Respond to complaints by performing a complaint investigation, documenting actions taken utilizing a DEP Task Manager approved complaint response form, and maintain copies of all complaint information in the appropriate facility file.
- F. Respond to requests for public assistance both in the office and during inspections.
2. Perform Level One Enforcement actions. These actions shall include investigation and documentation of violations, preparation of noncompliance letters and warning letters and related activities as described in Attachment A and in accordance with the Storage Tank Program Guidance Memo on Post Inspection Procedures (2/26/96). Level One enforcement activities shall be conducted by an individual(s) in a position equivalent to an Environmental Specialist II level or higher. Noncompliance letters may be prepared and sent by an individual(s) at the Environmental Specialist I level under the direction of an individual at the Environmental Specialist II level or

higher. All enforcement documents shall be on DEP forms, in DEP format, or have DEP approval. Any penalties assessed under this Contract shall be in accordance with DEP's penalty policy and procedures.

3. The CONTRACTOR shall assess performance levels monthly to determine its progress towards completion of each Task Assignment and upon discovery shall notify the DEP Task Manager of any problems that would delay or prevent the timely progress and completion of each Task Assignment. Four months from the effective date of each Task Assignment, the CONTRACTOR should have completed 33 percent of the required compliance inspections as indicated by the Task Assignment. If the actual number of required compliance inspections falls below 20 percent for the fourth month, 30 percent for the fifth month, 40 percent for the sixth month, 48 percent for the seventh month, 57 percent for the eighth month, 65 percent for the ninth month, 73 percent for the tenth month or 82 percent for the eleventh month, then the CONTRACTOR shall submit a Corrective Action Plan, within ten (10) days of receipt of a written request from the DEP Task Manager, to the Task Manager describing the steps it will take to meet the terms of the Task Assignment. If there is any indication that other required inspections are not being performed, the DEP Task Manager may request the submission of a Corrective Action Plan. The Task Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the plan is approved or in need of revision. If the CONTRACTOR does not successfully implement the Plan as approved by the DEP Task Manager for the remaining months of the Task Assignment, the Department may withhold further payment of monthly invoices until such time as the CONTRACTOR comes into compliance with those performance levels as outlined above. A completion rate of 100 percent is required for routine inspections as described in Paragraph 1.B.5 above. In all cases, the final invoice will be paid based on the actual completion rate. In the event the CONTRACTOR is unable to meet performance levels, the Department reserves the right to seek cost recovery according to the inspection costs identified in each executed Task Assignment Notification Form (Attachment B, attached hereto and made a part hereof). The Department reserves the right to seek cost recovery in the event the CONTRACTOR is unable to meet performance levels.

For purposes of this Contract, it is understood and agreed by the parties hereto that the first task assignment issued may be for a period of less than twelve (12) months. In instances where an executed task assignment is for a period less than twelve (12) months, the following method will be used by the CONTRACTOR to assess performance monthly: The CONTRACTOR shall perform inspections as directed in the previously stated Priority Order. The rate of routine inspections, as described in Paragraph 1.B.5 above, shall be at the percentage rate per month as identified in the Task Assignment. The CONTRACTOR shall assess performance levels monthly to determine its progress towards completion of the Task Assignment. If there is any indication that other required inspections are not being performed, the DEP Task Manager may request the submission of a Corrective Action Plan. The Task Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the plan is approved or in need of revision.

To assist the CONTRACTOR in complying with the terms and conditions established herein, standard program terminology used throughout this Contract is defined and provided in Attachment A, attached hereto and made a part hereof. Because this Contract does not include services associated with mineral acid tanks, it is understood and agreed by both parties that all references to Chapters 62-761 and 62-762, F.A.C. in this Contract and/or Attachments incorporated herein shall refer to the provisions related to the storage tank program and shall not include the provisions pertaining to mineral acid tanks.

It is hereby understood and agreed that all references in this Contract to Florida Statutes and Florida Administrative Code shall be for the laws and rules in effect at the time work is performed by the CONTRACTOR.

The Department shall authorize the CONTRACTOR to provide services under this Contract utilizing the Task Assignment Form attached hereto and made a part hereof as Attachment B. The CONTRACTOR acknowledges that no work shall be performed until a Task Assignment authorizing work has been fully executed by the Department and the CONTRACTOR. If, during the term of an executed Task Assignment, a modification of the Task Assignment is needed, the Department may issue a new Task Assignment Form clearly marked with the original task number and the appropriate amendment number, detailing the revised description of the work to be performed. As with the original task assignment, all amendments must be executed by both the Department and the CONTRACTOR prior to the work being performed.

CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall:

1. Administer the compliance verification program, provide technical assistance, and perform enforcement actions. Enter into STCM and PCTS related data generated from the inspections under the direction of the DEP prior to the submittal of an invoice, PORS, and yellow copies of the compliance verification forms to the District.
2. Comply with all provisions of this Contract and verify facility compliance with Chapter 376, F.S., Chapters 62-761 and 62-762, F.A.C., be knowledgeable of the differences between the state and federal environmental statutes and rules applicable to underground storage tanks.
3. Require that field inspections be performed by qualified individuals and that they receive training on Chapters 62-761 and 62-762, F.A.C., Chapter 376, F.S., RCRA Subtitle I standards and DEP enforcement procedures.
4. Provide a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Contract for Seminole County. All individuals hired after the effective date of this Contract shall possess qualifications equivalent to DEP position levels as specified in the Contract. All field inspectors and enforcement personnel shall attend and complete scheduled storage tank inspector certification training courses and pass any examinations with a score of 70% or higher. Effective the second year of this Contract, inspector certification will be required in order to conduct inspections. If the employee fails to attain a 70% or higher score, the employee may take the examination at the next offered training class. During this period the employee may continue to perform inspections. However, subsequent failure to provide certified inspectors will result in a reduction of the fixed price negotiated in the Task Assignment.
5. Determine the accurate latitude and longitude coordinates for each facility inspected and enter these into the DEP inspection database monthly.
6. Review Closure Assessment Reports filed by facility owners or operators to insure that the Department's current Closure Guidelines have been followed.
7. Maintain files on regulated facilities for inspection reports, noncompliance letters, warning letters, or any other related enforcement documentation, telephone logs and written correspondence from the facility. In the event of a case referral to the DEP District Office for further enforcement, a case summary, a copy of the complete case file, and a letter of referral shall be submitted to the DEP District Office. Facility files must be kept until the site has been determined closed. Once the facility has been closed for five (5) years, the records shall be sent to the Storage Tank Regulation Section in Tallahassee for preservation, unless the CONTRACTOR is subject to more stringent local record requirements. Copies can be maintained by the CONTRACTOR at the CONTRACTOR's expense. If, for any reason, the Department's contractual arrangement with the CONTRACTOR to perform the inspection program (through this Contract or any future contracts)

ceases, the CONTRACTOR shall return all original facility files to the DEP Contract Manager within 30 calendar days of Contract expiration or termination.

8. Provide attendance of at least one staff member at scheduled meetings and at scheduled teleconferences at the District Office. The DEP Task Manager may authorize attendance at a location other than the District Office provided the availability of resources.
9. Maintain a current set of standards referenced by Chapters 62-761 and 62-762, F.A.C.
10. Ensure that all field personnel receive the health and safety training required to meet OSHA standards. DEP provides an 8 hour refresher course that is available to the CONTRACTOR.
11. Supervise the Local Compliance Program with an individual at a minimum equivalent to the Department's Environmental Specialist III personnel category.
12. Perform all clerical and data entry activities for the above mentioned tasks, by an individual at a minimum equivalent to a Secretary Specialist level or higher.
13. Provide copies of applicable rules, inspection forms, and other program/public assistance information to the public and regulated interests. However, this provision does not authorize photocopying of reference documents in violation of copyright law.
14. Use recycled paper for all program correspondence and documents with the exception of inspection report forms.
15. Maintain a separate account (Trust Fund) within the CONTRACTOR's accounting system for the receipt and disbursement of funds provided under this Contract.
16. Provide a Statement of Revenue, Expenses and Fund Balance for the period of the executed Task Assignment within 45 days of payment of the final invoice.
17. Provide complete copies of discharge inspection packages to DEP-Tallahassee within thirty (30) days receipt of the reported discharge. Send under separate cover the yellow copies of the compliance verification forms identified in Paragraph 1 above.
18. The CONTRACTOR is responsible for the upkeep and maintenance of all computer equipment purchased by the DEP, for the CONTRACTOR, for the sole use of performing the requirements of this Contract. Access to DEP databases will be made by use of an Internet connection. The CONTRACTOR is responsible for subscribing to a reputable Internet service provider.
19. Acknowledge receipt of the following guidance documents:
 - a. Storage Tank Penalty Guidelines and Assessments Memo (12/1/95).
 - b. Storage Tank Program Guidance Memo on Post Inspection Procedures (2/26/96).
 - c. Pollutant Storage Tank Closure Assessment Requirements (10/96).
 - d. Limited Free Product Memo (10/30/95)

DEP RESPONSIBILITIES

The DEP shall:

1. Administer the "Storage Tank Training Course" to provide inspector certification for all CONTRACTOR inspectors and enforcement personnel.
2. Serve in an advisory capacity to the CONTRACTOR.

3. Review submitted compliance inspection verification forms.
4. Provide program and regulatory guidance for the CONTRACTOR. Provide training in new technology and program management changes at the Annual Program and Supervisors' Meetings.
5. Conduct enforcement activities for violations of Chapters 62-761 and 62-762, F.A.C., when case referrals are forwarded to the District Office.
6. Provide standard inspection forms to the CONTRACTOR.
7. Provide information to the CONTRACTOR about DEP approvals of storage tank system equipment, alternate procedures, licensed Pollutant Storage Systems Contractors (PSSC), and Registered Precision Tank Testers.
8. At least once annually, perform a Program Review using Attachment C, attached hereto and made a part hereof. The CONTRACTOR shall be notified, in writing, at least fourteen (14) calendar days prior to performance of such review. The Task Manager may perform additional program reviews, as deemed necessary, to insure the required performance of the CONTRACTOR.

REPORTS AND DELIVERABLES

In an effort to conserve and recycle natural resources, the CONTRACTOR shall submit all reports and correspondence generated under this Contract on recycled paper.

The CONTRACTOR shall complete the appropriate sections(s) as applicable for each facility inspected, in accordance with Attachments D and E, attached hereto and made a part hereof. The CONTRACTOR shall send copies to the DEP Task Manager's attention at the Florida Department of Environmental Protection, Central District Office, Storage Tank Regulation Section, 3319 MaGuire Boulevard, Suite 232, Orlando, Florida 32803-3767, on a monthly basis, and enter this information, along with enforcement tracking information, into the DEP computer database. The yellow copy of all compliance verification forms completed each month shall be submitted along with the invoice and PORS to the DEP-District no later than the 15th day of the following month. If the 15th falls on a weekend or State observed holiday, the CONTRACTOR shall submit the required information no later than the next business day following the weekend or holiday.

The Program Output Reporting System (PORS) Report (Attachment F (Page 4), attached hereto and made a part hereof) shall be completed each month and submitted with the invoice to the DEP District Office only. The DEP Task Manager shall verify the number of inspections on the PORS Report to the number of compliance verification forms received and to the STCM database before the monthly invoice is forwarded to the *Bureau of Petroleum Storage Systems* in Tallahassee, Florida for processing. The DEP has ten (10) working days from the receipt of all deliverables and reports to review the work performed by the CONTRACTOR during the invoice period. If the CONTRACTOR fails to perform as directed by the terms of this Contract, the DEP shall return the unpaid invoice and/or reports and deliverables to the CONTRACTOR documenting the areas in which the CONTRACTOR has failed to meet its contractual obligations.


TERM OF CONTRACT

This Contract shall be effective on the date of execution or October 1, 1997, whichever is later; and shall remain in effect for ten (10) years following the effective date of the Contract. Any and all work under this Contract shall be evidenced by an executed task assignment. In no event shall the CONTRACTOR perform work without an executed Task Assignment. The Department anticipates Task Assignments will be executed no later than July 1 of each year detailing the requirements for the next

twelve (12) month period. This Contract may be renewed for an additional term not to exceed the original Contract period unless the original Contract period is 24 months or less, in which case the Contract may be renewed up to two additional one-year periods. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the CONTRACTOR and the availability of funds.

NOTICES

Any and all notices shall be delivered to the parties at the following addresses:

Contractor 
John Blackwood
Seminole County Emergency
Management
200 West County Home Road
Sanford, Florida 32773

Department
Mr. Marshall Mott-Smith
Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS4525
Tallahassee, Florida 32399-2400

SUBCONTRACTING

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the DEP.

COMPENSATION

For satisfactory performance, DEP agrees to compensate the CONTRACTOR on a fixed price basis as described by each executed Task Assignment. It is hereby understood and agreed by both parties that the compensation provided under this Contract shall not exceed the amount negotiated in each executed Task Assignment for each specified period. The DEP's calculation of the fixed price identified above is based on Attachment B, entitled "Task Assignment", attached hereto and made a part hereof.

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and continuation of other funding presently anticipated.

PAYMENTS

The CONTRACTOR shall submit monthly invoices in the amount specified in the executed Task Assignment. Each invoice shall be submitted using the Contractual Services Invoice form provided as Attachment F, attached hereto and made a part hereof. Each invoice is due no later than the 15th day of the month following the month of services. Travel expenses associated with the annual meeting, Storage Tank Program Guidance Committee Meetings, Tanks Program Supervisor's Meetings, and travel required for inspections, enforcement reinspections, district coordination, training and monthly teleconferences are included in the monthly payment schedule and no additional travel expenses will be authorized. Each invoice must be submitted in detail sufficient for preaudit and postaudit review. A final invoice must be submitted within thirty (30) days of the completion date of the end of the executed Task Assignment to assure the availability of funding for payment. The DEP shall pay all satisfactory invoices in accordance with Section 215.422, Florida Statutes. Six copies of each invoice and PORS Report form, shall be submitted to:

Department of Environmental Protection
Central District Office
Attn.: *Send to the DEP Task Manager's Attention*
3319 MaGuire Boulevard, Suite 232
Orlando, Florida 32803-3767

Pursuant to Section 215.422, Florida Statutes, the Department's Task Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Banking and Finance within twenty (20) days; and the Department of Banking and Finance is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment.

In accordance with Section 215.422, Florida Statutes, the Department shall pay the CONTRACTOR, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), by Comptroller's Memorandum No. 3 (1996-97) dated December 3, 1996, has been set at 10.0% per annum or .02740% per day. The revised interest rate for each calendar year beyond 1997 for which the term of this Contract is in effect can be obtained by calling the Department of Banking and Finance, Vendor Ombudsman at the telephone number provided below or the Department's Contracts Section at 850/922-5942.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline 1-800-848-3792.

MANAGEMENT

The DEP Contract Manager is Marshall T. Mott-Smith, Phone 850/488-3935 or SunCom 278-3935. The CONTRACTOR's Contract Manager is John Blackwood, Phone 407/830-8919 or SunCom 355-5130. Each Task Assignment will identify the DEP Task Manager and the CONTRACTOR's Task Manager. All matters relating to a specific task assignment shall be directed to the task managers for appropriate action or disposition. All matters relating to the Contract shall be directed to the Contract Managers.

The DEP and CONTRACTOR agree to the following terms:

1. Either party may terminate this Contract for its convenience by giving the other party thirty (30) days written notice. If termination is effected by the DEP, the CONTRACTOR shall be compensated for work satisfactorily completed and irrevocable commitments made. If termination is effected by the CONTRACTOR, the CONTRACTOR shall be compensated for work satisfactorily completed.
2. All services shall be performed by the CONTRACTOR to the satisfaction of the Secretary of the DEP or his/her designated representative.
3. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the DEP, the DEP may terminate this Contract by thirty (30) days written notice, specifying the effective time/date of termination. In this event, the CONTRACTOR shall be compensated for any work satisfactorily completed.
4. The DEP and the CONTRACTOR may at any time, by written order designated to be a change order, make any change in the work within the general scope of the Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to mutual agreement of both parties and shall be evidenced in writing. Any change order which

causes an increase or decrease in the CONTRACTOR's cost or time shall require an appropriate adjustment and modification (amendment) to this Contract.

5. The CONTRACTOR shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The DEP, the State, or their authorized representatives shall have access to such records for audit purposes during the term of the Contract and for three years following Contract completion.
6. The CONTRACTOR 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.
7. The CONTRACTOR warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or agencies maintained by the CONTRACTOR for the purpose of securing business.
8. The DEP reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR to allow reasonable public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the CONTRACTOR in conjunction with this Contract.
9. It is hereby understood and agreed that in the event the DEP makes a clear determination that the CONTRACTOR has breached this Contract to the extent that the CONTRACTOR is (at the sole discretion of the DEP) inadequate to administer the Storage Tank System Compliance Verification Program, compliance inspections and preliminary enforcement activities under Chapters 62-761 and 62-762, F.A.C., and Chapter 376, F.S., for regulated storage tank systems in its jurisdiction, or that such program is being carried out in a manner inconsistent with the requirements of this Contract, the DEP may, as an alternative to termination of this Contract and at the DEP's sole discretion, require corrective measures to be taken by the CONTRACTOR within a reasonable period of time, not to exceed 45 days. In the event the CONTRACTOR fails to take such necessary corrective action within the time required, the DEP may terminate this Contract in accordance with paragraph 3 of this section.
10. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
11. The CONTRACTOR shall comply with all federal, state and local rules and regulations in providing services to the Department under this Contract. The CONTRACTOR acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations.
12. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
13. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.

LIABILITY

1. To the extent required by law, the CONTRACTOR will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the CONTRACTOR 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 CONTRACTOR. 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 Contract is not protected under Workers' Compensation statutes, the CONTRACTOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
2. The CONTRACTOR, 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 Contract.
3. 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.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

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ENTIRE AGREEMENT

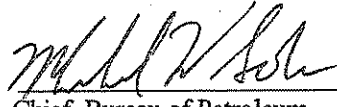
It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed in this Contract. This Contract may be modified by written amendment executed by the parties hereto.

SEMINOLE COUNTY


By: 
*Title: CHAIRMAN

Date: 9/24/97

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION


Chief, Bureau of Petroleum
Storage Systems

Date: 8/26/97


DEP Contracts Administrator

Approved as to form/legality:


DEP Assistant General Counsel

*For contracts with governmental boards/commissions: If someone other than the Chairman signs this Contract, a resolution, statement or other document authorizing the person to sign the Contract on behalf of the CONTRACTOR must accompany the Contract.

List of Attachments included as part of this Contract:

| Attachment | Description (include number of pages) |
|--------------|--|
| Attachment A | Standard Contract Definitions (8 pages) |
| Attachment B | Task Assignment Notification Form (1 Page) |
| Attachment C | Pollutant Storage System Compliance Inspection Verification Program Review (7 pages) |
| Attachment D | Pollutant Storage Tank System Inspection Report Form (9 pages) |
| Attachment E | Florida Petroleum Liability and Restoration Insurance Program Checklist (2 pages) |
| Attachment F | Contractual Services Invoice Form (4 pages) |

ATTACHMENT A

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Storage Tank Program

Local Government Contracting

Standard Contract Definitions

Additional Installation Inspections (Revisits)-USTs

Inspections performed at newly installed facilities in order to determine if the underground storage tank system was properly installed. These inspections are not counted in the total number of inspections. Installation inspections should be performed at the following stages:

1. Testing of storage tanks prior to installation.
2. Underground storage tanks after installation, but before backfilling.
3. Underground piping after installation and prior to backfilling, preferably during tightness testing.
4. Installation of release detection equipment.
5. After backfilling and before installation of concrete or asphalt covering, if applicable.

Installation inspections can be performed at existing facilities for components, as well as, total system installations, but only at the time of installation.

Additional Installation Inspections (Revisits)-ASTs

Inspections performed at newly installed facilities in order to determine if the aboveground storage tank system was properly installed. These inspections are not counted in the total number of inspections. Installation inspections may be performed at the following stages for shop-fabricated and field-erected tanks as applicable:

1. Secondary containment and storm water handling preparation.
2. Tank installation and testing.
3. Piping installation and testing.
4. Secondary containment completion.

Installation inspections can be performed at existing facilities for components, as well as, total system installations, but only at the time of installation.

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Clean Closure Review Letter

A letter sent by the contractor to storage tank system owners notifying them that their Closure Assessment Report has been reviewed and that no cleanup is required based on the data submitted.

Cleanup Notification Letter

A letter sent by the contractor based on the review of Closure Assessment Reports or Discharge Inspections informing owners of their responsibility to proceed with a cleanup of their site in accordance with Chapter 62-770, F.A.C., or wait for Department authorization to proceed with cleanup in accordance with Section 376.30711, Florida Statutes (F.S.).

Closure Event

The closure of a tank(s) or component(s) from a single excavation or location (AST) during a continuous time period.

Closure Inspection

An inspection performed during or after a storage tank system closure event in order to determine if the system was closed in accordance with Department rules. Additional site visits may be needed to complete the closure inspection form for a closure event. No compliance inspection will be performed at a closed facility after a closure inspection.

Complaint

An expression of dissatisfaction received by DEP or local government personnel from a person who is concerned about a storage tank system installation, removal, operation, or contamination situation.

Complaint Investigation

All work associated with responding to verbal or written complaints and inquiries including the investigation and reporting of possible violations of storage tank system rules and suspected releases. Complaint investigations shall be conducted by the contractor for any complaints received from any source or as requested by the Department. The investigation should include a complete and thorough Chapter 62-761, F.A.C. or Chapter 62-762, F.A.C. inspection for regulated facilities as appropriate. Inspection results for regulated and unregulated facilities should be written on a DEP-approved standard complaint investigation form.

Complaint Referral

If it is determined to be beyond the scope of authority of the contractor, a complaint may be referred to the Department District Office or other appropriate agency. The referrals shall

include copies of all forms and documented findings of the investigation as required by the Department.

Compliance Verification Program

A locally administered program for the inspection of storage tanks as authorized in 376.303(1)(a) F.S. The purpose of this program is to determine and enforce compliance with Chapter 62-761, F.A.C. and Chapter 62-762, F.A.C.

Contractor-owned Facility

A regulated facility which is owned or directly controlled by the contractor.

Discharge Inspection

An inspection performed by the contractor as a result of a notification of a discharge from a regulated facility or a potentially regulated facility. A compliance inspection where a discharge is initially noted will only be counted as a compliance inspection and a DRF inspection would not be required, however, a FPLRIP checklist shall be completed. A discharge discovered at any other time would require a separate inspection within ten (10) working days of reporting.

Environmental Specialist I

An Environmental Specialist I must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- Professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

Note: Substitutions for qualified personnel can be made at the discretion of the Department based on the tenure of professional experience in a directly related field.

Environmental Specialist II

An Environmental Specialist II must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering and two years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or

- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering and one year of professional experience as described above; or
- A doctorate degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- One year of experience as an Environmental Specialist I with the State of Florida; or
- Professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

Note: Substitutions for qualified personnel can be made at the discretion of the Department based on the tenure of professional experience in a directly related field.

Environmental Specialist III

An Environmental Specialist III must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering and three years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering and two years of professional experience as described above; or
- A doctorate degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- Two years of experience as an Environmental Specialist I or higher with the State of Florida; or
- Professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

Note: Substitutions for qualified personnel can be made at the discretion of the Department based on the tenure of professional experience in a directly related field.

Environmental Supervisor II

An Environmental Supervisor II must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering and three years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or

- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering and two years of professional experience as described above; or
- A doctorate degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- Two years of experience as an Environmental Specialist I or higher with the State of Florida; or
- Professional experience in environmental protection, regulation of health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

An Environmental Supervisor II must supervise at least two professional environmental positions to be classified as an Environmental Supervisor II. If this criteria is not met, the position must be classified as an Environmental Specialist III (see requirements above).

Note: Substitutions for qualified personnel can be made at the discretion of the Department based on the tenure of professional experience in a directly related field.

FPLRIP Checklist

A checklist completed by the contractor as a result of a discharge to obtain information about the reported contamination.

Installation Inspections

The initial inspections performed at new facilities at the time of installation in order to determine if the storage systems will be installed in accordance with Department rules. Underground systems require DEP Form 761-03-91. Aboveground installations require the aboveground compliance form (DEP Form 762-01-91).

Large Regulated 62-761 & 62-762 Facilities

A registered facility with eight or more regulated aboveground storage tank systems or eight or more underground storage tank systems storing regulated substances that are either in-service, temporarily out-of-service, or unmaintained including bulk product facilities, bulk terminals and groups of facilities with a single DEP registration number.

Level 1 Enforcement

The minimum level of enforcement responsibility that a local government must perform as part of the Compliance Verification Program. The Department has the responsibility for the lead in enforcement actions. The contractor shall follow department enforcement guidelines and updates thereto as specified in the DEP Enforcement Manual. The contractor is responsible for:

1. Issuing Noncompliance and Warning Letters.

2. Conducting or participating in informal compliance or technical meetings with owner/operators to resolve violations.
3. Documentation of phone calls, meetings, etc., to prepare enforcement referrals to the Department.
4. On site inspections and re-inspections.
5. Testifying at hearings, witnessing as requested.

Level 2 Enforcement

A mid-level enforcement effort where the contractor is a partner in the enforcement lead and that requires the contractor to have previously performed Level 1 enforcement for at least one year to the satisfaction of the Department. The contractor must perform the following additional actions:

1. Preparation of Case Reports.
2. Participation at hearings, depositions, and formal and informal meetings as requested by DEP.
3. Participation in penalty calculations.
4. Preparation of draft Consent Orders, Notices of Violations, and Formal Orders.
5. Enforcement inspections as requested.

Level 3 Enforcement

The highest level of enforcement for a contracted local government where the contractor has the enforcement lead and enforcement is carried out under the contractors ordinance. The contractor must also:

1. Take the lead in the discovery process.
2. Be responsible for judicial remedies, including the determination of civil penalties, injunctive relief, and assessment of damages.
3. Complete Consent Orders, Notices of Violation, and Final Orders.
4. Perform post judgment enforcement activities.
5. Obtain inspection warrants as needed.

Non-compliance Letter

A letter sent to a facility owner/operator after discovery of a violation or problem at a facility.

Other Administrative/Judicial Actions

Notices of Violation, Consent Orders, and Administrative and Judicial Actions.

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Pollution Recovery Trust Funds

Any fund with disbursements made in a manner consistent with the intent of Section 403.165, Florida Statutes.

Public Assistance

Public assistance includes all work related to providing technical, regulatory and other information to citizens, government officials, associations, planning councils, and consultants in order to implement the storage tank program for above and underground storage tank systems. Examples include rule interpretation meetings or calls, speeches, presentations, and meetings with local officials.

Regulated 62-761 & 62-762 Facilities

A regulated facility which has at least one storage tank system which stores a regulated substance that is either in-service, temporarily out-of-service, or unmaintained, and includes federal facilities.

Registered Closed Facility

A facility with one or more storage tank systems which have been registered as being closed where there is no information or confirmation regarding the closure. If there are regulated active tanks at this facility it should be counted under the regulated or large regulated 62-761 & 62-762 facilities category. These facilities should only be inspected once and are normally only counted during the first contract year if applicable.

Re-inspection

A follow-up inspection performed by the contractor to verify correction of noncompliance items requiring verification at the site for storage tank system rules. Re-inspections are required for all violations identified as having a moderate or major potential for harm to the environment and a moderate or major extent of deviation from the regulations, as referenced in the Storage Tank Penalty Guidelines and Assessments Memo (12/1/95). All violations, regardless of severity, involving notification or reporting will not require a re-inspection.

Routine Compliance Inspection

An inspection performed at a Chapter 62-761, F.A.C. or Chapter 62-762, F.A.C. regulated facility during the contract period, for which an Underground Storage Tank Compliance Inspection Form or an Aboveground Storage Tank Compliance Inspection Form has been completed. Routine compliance inspections do not include enforcement related reinspections.

Secretary Specialist

One year of secretarial or office clerical experience and attainment of a typing score of at least 35 correct words per minute on the typing test administered by an office of the Job Service of Florida, the state employment service of another state, or the central personnel agency of another state. Possession of a Certified Professional Secretary Certificate; or College education can substitute at the rate of 30 semester or 45 quarter hours for the year of required experience; or Vocational/technical training in the area of secretarial science or office/business studies can substitute at the rate of 720 classroom hours for the year of required work experience; or A high school diploma or its equivalent can substitute for the one year of work experience.

Warning Letter

A formal letter sent certified mail to a facility owner/operator when violations have not been resolved as a result of a noncompliance letter or if the violation merits more stringent enforcement. These letters should follow a format approved by DEP's Office of General Counsel.

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**Florida Department of Environmental Protection
Task Assignment Notification Form**

Contract No. _____ Task No. _____ Amendment No. _____ Date _____

Performance Period: Effective the Date of Execution of the Task Assignment
or _____ whichever is later and shall remain
in effect until _____.

Description: (Additional Pages May be Utilized)

Payment schedule:

Task Managers:

DEP Task Manager: _____ Phone: _____
Contractor Task Manager: _____ Phone: _____

Authorization:

| | |
|-------------------------------|------|
| DEP Contract Manager | Date |
| Contractor's Contract Manager | Date |
| DEP Budget Representative | Date |

Funding

| ORGANIZATION CODE | EO | OBJECT CODE | MODULE | SPECIAL CATEGORY | YR | AMOUNT |
|-------------------|----|-------------|--------|------------------|----|--------|
| | | | | | | |

Notes:

CC: DEP Contracts (MS 93)
Finance & Accounting, Contracts Disbursement Section (MS 78) - 2 Copies
DEP Task Manager
Contractor Task Manager

Compliance Inspection Verification Program Review

The purpose of this review is to gauge program performance, specifically between the fifth and tenth months of the task assignment. Our ultimate goal is to ensure effective communication between the Contractors and DEP. This communication should be in both written and verbal formats.

Each section contains an area for comments. The comment section should be used to explain deficiencies as well as to highlight superior performance. These reviews will become part of the Contractor's permanent file. Every effort should be made to adequately sample the Contractor's performance with emphasis on inspection type, facility type and inspector competence. In all cases, common sense and discretion should be used by the reviewer to ascertain the level of effectiveness of the Contractor. As we collect these reviews, this information will be important in developing future contract and /or task assignment performance standards.

It is also very important to perform these reviews in a timely manner. The rationale for choosing the period between the fifth and tenth months was twofold; The fifth month is early enough to identify problem areas and the tenth month allows adequate time to correct deficiencies.

In summary:

1. Provide Comments
2. Highlight Deficiencies & Superior Performance
3. Conduct Reviews during the Fifth and Tenth Months
4. Provide Copies to Contractor, Contracts Section and
Program Administrator of the Storage Tank
Regulation Section
5. Make Sure to Discuss the Complete Review with the
Contractor, if possible, the same day. Distribution
should be made within 2 weeks of completion.

Pollutant Storage System Compliance Inspection Verification Program Evaluation

_____ County, DEP Contract No. GC____, Task Assignment No. _____

Evaluation (_____ through_____)

I Facility Inspections & Enforcement Actions: (see Attachment F, Page 4)

Y N

- | | | |
|--|-------|-------|
| A. The program is falling within established compliance rates. | _____ | _____ |
| B. The program follows established enforcement case referral procedures. | _____ | _____ |
| C. The program refers enforcement cases in a timely manner | _____ | _____ |

II Data Management:

- | | | |
|---|-------|-------|
| A. Contractual Service Invoices, Pors, Compliance Activity Summary, Inspection Forms, and lists of unregistered facilities properly completed and submitted to the Department no later than the 15th of the following month of operation. | _____ | _____ |
| B. Updated inspections in STCM no later than the 15th of the month following the inspection. | _____ | _____ |
| C. Compare STCM, PORS and Department copies of the Compliance Inspection Forms. The reported numbers on all three should match without exception. (PORS reports should be submitted with copies of CIFs). | _____ | _____ |
| D. DRF inspections performed within 10 days of receipt. | _____ | _____ |
| E. TCAR's reviewed and appropriate followup letters issued. | _____ | _____ |
| F. PCT fully updated in a timely manner. | _____ | _____ |
| G. Each facility's latitude and longitude coordinates verified and database corrected, as necessary. | _____ | _____ |
| H. FPLRIP checklists completed and FPLRIP/ATRP/PCPP packages submitted to DEP within 30 days of notice of DRF. | _____ | _____ |
| I. Completion of the required inspections identified in the current Task Assignment in accordance with the schedule set forth in the contract. If the completion rate is less than 95% the final payment of the Task Assignment will not be issued. | _____ | _____ |

III Staffing:

A. Staff supervised by an individual at the DEP equivalent of ES III or Higher.

B. Level one and two enforcement actions performed by an individual at the DEP equivalent of ES II or higher.

C. Inspections conducted by an individual at the DEP equivalent of ES I or higher.

D. Clerical activities performed by an individual at the DEP equivalent of Secretary Specialist of higher.

E. All applicable staff members have received proper OSHA health and safety training.

F. Supervisors and/or staff members attend the required meetings, teleconferences and training.

G. All inspectors and enforcement personnel have passed applicable training courses.

IV. Public Assistance

A. Responses to public assistance requests are completed in a timely manner.

B. Complaint investigations are performed and documentation submitted to DEP on a monthly basis.

C. Program information (Rules, Forms, etc.) are available to the public upon request in a timely fashion.

D. Reasonable public access provided for all facility files.

V. Program Management:

A. Facility files properly labeled, maintained, and organized

B. Enforcement case referrals submitted to DEP as necessary.

C. Proper attendance at scheduled meetings.

D. Complete and current set of reference standards maintained.

E. Recycled paper used for program correspondence.

F. Corrective Action Plan submitted to DEP within 10 days of receipt of a written request from the DEP project manager as applicable/necessary.

G. Corrective Action Plan successfully implemented.

H. Breach of contract corrected within 45 days as applicable/necessary.

VI. Accounting

A. Financial books, records and other documents maintained for current and previous years' contracts.

B. A separate account within the Contractors accounting system has been maintained for the contract.

C. PORs report matches physical copies of Compliance Inspection Forms (CIF's) and STCM. For reports that do not match, the county should be contacted and provide and explanation. Unmatched POR's billings should not be submitted to finance and accounting for payment until reconciled.

VII. Equipment

A. Computers, terminals and printers are maintained, on site, and available to storage tank program staff.

B. Staff are trained in the proper use of computer and field equipment.

C. Field equipment is maintained, in good working order, and calibrated.

D. Program has the necessary equipment to perform the inspections.

VIII. Inspection Report and File Review: (see attached Exhibit 1)

Comments:

IX. Field Inspection Evaluation: (see attached Exhibit 2)

Comments:

X. Contractor Input:

A. What problems have been encountered?

B. What changes should be made?

Reviewer Comments:

Review Completed By:

Date

STORAGE TANK FILE REVIEW FORM
EXHIBIT #1

Contractor Name: _____

| Facility ID Numbers | | | | | | |
|---|-----|----|-----|----|-----|----|
| | Yes | No | Yes | No | Yes | No |
| Inspection Reports | | | | | | |
| STL/STCM Information complete and/or Verified | | | | | | |
| Lat/Long Complete | | | | | | |
| Violations Summarized | | | | | | |
| Results of Monitoring/bailer sampling noted | | | | | | |
| Owner/operator signature or evidence of mailing | | | | | | |
| Revisions Initialed | | | | | | |
| All items completed | | | | | | |
| PSSC Name/Number | | | | | | |
| Tank/Soil Disposition Noted | | | | | | |
| Evidence of contamination noted | | | | | | |
| Tank/MW Numbers Noted | | | | | | |
| Site Sketch With/MW Layout (*) | | | | | | |
| Upcoming Upgrade Deadlines Noted (*) | | | | | | |
| Correspondence | | | | | | |
| Issued to Responsible Party 2-4 weeks from date of Inspection | | | | | | |
| Certified Mail Receipt Attached | | | | | | |
| DEP-Approved Format with Proper Citations | | | | | | |
| Time Frame Correction(s) Noted | | | | | | |
| File | | | | | | |
| Contents Complete and File in Chronological Order | | | | | | |
| Photos labeled with FAC ID#, date, initials and orientation | | | | | | |
| Meeting & Phone Calls Documented | | | | | | |
| Available for Review | | | | | | |

Signature of Reviewer: _____ Date: _____
 Attach Separate Page Explaining Deficiencies (*) Suggested but not required

Exhibit #2

Field Inspections Evaluation

| | Yes | No | N/A |
|--|-------|-------|-------|
| 1. Were the proper inspection forms used? | _____ | _____ | _____ |
| 2. Were the inspection forms properly completed? | _____ | _____ | _____ |
| 3. Did the inspector explain the inspection to the facility representative? | _____ | _____ | _____ |
| 4. Were appropriate corrective actions recommended and time frames included on the form? | _____ | _____ | _____ |
| 5. Were violations accurately recorded and described on the inspection form? | _____ | _____ | _____ |
| 6. Registration forms distributed and revised as necessary? | _____ | _____ | _____ |
| 7. Proper use of safety equipment? | _____ | _____ | _____ |
| 8. Proper use of sampling equipment? | _____ | _____ | _____ |
| 9. List any differences between inspector's and evaluator's inspection results: | | | |
| | | | |
| | | | |
| | | | |
| 10. List facilities inspected and attach Inspection report forms: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 11. Other Comments: | | | |
| | | | |
| | | | |



ATTACHMENT D

Florida Department of Environmental Protection
Twin Towers Office Bldg. • 2600 Blair Stone Road • Tallahassee, Florida 32399-2400

Division of Waste Management - Bureau of Petroleum Storage
Systems
Storage Tank Regulation Compliance Inspection Cover Page

Inspection Date

Facility ID Number

Facility
County #

Latitude

Facility Name

Longitude

Check type of inspection performed and attach appropriate form(s). Provide or correct latitude/longitude when appropriate.

| Activity Code | Description | Activity Code | Description |
|-------------------------------|--|-------------------------------|--|
| <input type="checkbox"/> ATCI | AST Compliance Inspection | <input type="checkbox"/> UTCI | UST Compliance Inspection |
| <input type="checkbox"/> ATDI | AST Discharge Compliance Inspection (DRF received) | <input type="checkbox"/> UTDI | UST Discharge Compliance Inspection (DRF received) |
| <input type="checkbox"/> ATPI | AST Complaint Compliance Inspection (complaint received) | <input type="checkbox"/> UTPI | UST Complaint Compliance Inspection (complaint received) |
| <input type="checkbox"/> ATCR | AST Re-inspection | <input type="checkbox"/> UTCR | UST Re-inspection |
| <input type="checkbox"/> ATII | AST Installation Inspection | <input type="checkbox"/> UTII | UST Installation Inspection |
| <input type="checkbox"/> ATIR | AST Installation Re-visit * | <input type="checkbox"/> UTIR | UST Installation Re-visit * |
| <input type="checkbox"/> ATXI | AST Closure Inspection | <input type="checkbox"/> UTXI | UST Closure Inspection |
| <input type="checkbox"/> ATXR | AST Closure Re-visit * | <input type="checkbox"/> UTXR | UST Closure Re-visit * |

* Inspection Re-visits do not result in the completion of a new inspection form; re-visits are conducted to monitor installation/closure progress only.

Completion Notes - please print clearly

| |
|--|
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

A re-inspection of this facility will be scheduled in approximately _____ days to verify correction of the violations noted herein.

The re-inspection resulted in CWOE - Compliance Without Enforcement (circle) YES NO N/A

Storage Tank Program Office: _____ Office phone number: _____

Inspector Name - please print

Facility Representative Name - please print

Signature

Date

Signature

Date



ABOVEGROUND STORAGE TANK COMPLIANCE INSPECTION FORM

Name: _____
Facility I.D.#: _____
Date: _____

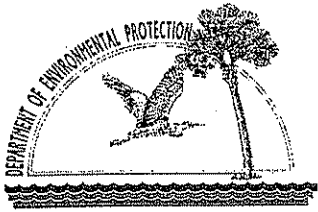
Yes No Unk N/A

| I. REGISTRATION/NOTIFICATION: Comments: _____ | | Yes | No | Unk | N/A |
|--|--|-----|----|-----|-----|
| 1. | Facility has registered all applicable tanks on site; 62-762.400 | | | | |
| 2. | Current registration placard is properly displayed; 62-762.410 (6) | | | | |
| Proper notification has been made for the following; 62-762.450: | | | | | |
| 3. | Abandonment and closure (30 days prior); (1) (a) | | | | |
| 4. | Change of ownership (30 days after); (1) (b) | | | | |
| 5. | Retrofitting, replacement or upgrading; (10 days prior); (1) (c) | | | | |
| 6. | Change of tank status (in service/out of service); (1) (d) | | | | |
| 7. | Change of facility status (e.g. substances stored); (1) (e) | | | | |
| 8. | Change of method of financial responsibility (within 30 days); (2) | | | | |
| 9. | The facility owner/operator notified D.E.R. of internal tank inspection 24 hrs prior to the test; (3) | | | | |
| 10. | Loss of greater than 100 gallons on an impervious surface or 500 gallons inside secondary containment within one working day; .450 (4) | | | | |

| II. RECORDS KEEPING: Comments: _____ | | Yes | No | Unk | N/A |
|--------------------------------------|--|-----|----|-----|-----|
| 11. | All records were maintained for two (2) years and were available for inspection within five (5) working days; 62-762.710 | | | | |
| 12. | Some, but not all records were maintained for two (2) years and were available for inspection within five (5) working days; 62-762.710 | | | | |

| III. REPORTING/DISCHARGE RESPONSE/ REPAIRS: Comments: _____ | | Yes | No | Unk | N/A |
|---|---|-----|----|-----|-----|
| Proper reporting requirements met for the following; 62-762.460: | | | | | |
| 13. | Integral piping tightness test failure within 10 days; (1) | | | | |
| 14. | Pollutant discharge exceeding 25 gallons on a pervious surface; (2) | | | | |
| 15. | Positive response of a release detection device within one working day; (3) | | | | |
| The owner or the operator of the system which has discharged has: | | | | | |
| 16. | Taken it out-of-service; 62-762.700 (1), had it repaired or replaced; .700, or properly closed it; .800 | | | | |
| 17. | Removed any regulated substances from the system; 62-762.820 (1) | | | | |
| 18. | Tightness tested all repaired components before placing them back in service; 62-762.700 (5) & (6) | | | | |
| 19. | Begun initial corrective actions for a release; 62-762.820 (2) | | | | |

| IV. INVENTORY REQUIREMENTS FOR TANKS IN CONTACT WITH THE SOIL: Comments: _____ | | Yes | No | Unk | N/A |
|--|---|-----|----|-----|-----|
| 20. | All inventory requirements maintained in accordance with 62-762.720 (1) | | | | |
| 21. | Some, but not all inventory requirements maintained in accordance with 62-762.720 (1) | | | | |



ABOVEGROUND STORAGE TANK COMPLIANCE INSPECTION FORM

Name: _____
Facility I.D.#: _____
Date: _____

| | | Yes | No | Unk | N/A |
|-----------|--|-----|----|-----|-----|
| V. | PERFORMANCE STANDARDS/CATHODIC PROTECTION: Comments: _____ | | | | |
| | Storage tank criteria; 62-762.500 | | | | |
| | 22. Meets construction upgrading schedule; .510 and .520 | 22. | | | |
| | 23. Meets applicable storage tank standards; (1), (2) & (3) | 23. | | | |
| | 24. Tank has secondary containment system; .500 (6) | 24. | | | |
| | 25. Tank equipped with overfill protection; (3) (f) 1-4, (g) | 25. | | | |
| | Piping criteria | | | | |
| | 26. Meets new piping standards with secondary containment; .500 (4) & .600 (4) | 26. | | | |
| | 27. Meets construction upgrading schedule; 62-762.510 (3), & .520 (2) | 27. | | | |
| | Repairs to storage tank systems; 62-762.700 | | | | |
| | 28. Failed storage tank system component properly required; (1)-(4) | 28. | | | |
| | 29. Tightness testing of the required component prior to being brought back into service; (5) | 29. | | | |
| | Cathodic Protection; 62-762.730 | | | | |
| | 30. Cathodic protection system for tank and piping provides continuous protection; (1)-(4) | 30. | | | |
| | Secondary containment; 62-762.500 | | | | |
| | 31. Does containment area have sufficient volume; .500 (6) (a) (2) | 31. | | | |
| | 32. Is the containment area made out of impervious material in accordance with Chapter 62-762, F.A.C., requirements; (6) (a) (1) | 32. | | | |
| | 33. Is the containment area equipped with drainage system or protected from accumulation of rain; (6) (a) (3) | 33. | | | |
| | 34. Hydrant pits equipped with spill prevention equipment; (5) | 34. | | | |

| | | | | | |
|------------|---|-----|--|--|--|
| VI. | RELEASE DETECTION/MONITOR WELLS: Comments: _____ | | | | |
| | 35. Facility has an approved released-detection system; 62-762.600 & 62-762.860 | 35. | | | |
| | 36. Monitoring wells properly designed, constructed and installed; 62-762.640 or 62-762.600 (6) | 36. | | | |
| | 37. Interstitial monitoring adequate to detect a release from integral piping; 62-762.600 (4) & (5) | 37. | | | |

| | | | | | |
|-------------|---|-----|--|--|--|
| VII. | OUT-OF SERVICE STATUS: Comments: _____ | | | | |
| | 38. Are the corrosive protection devices properly maintained; 62-762.800 (1) (a) | 38. | | | |
| | 39. Is the vent line and other ancillary equipment properly secured and maintained; (1) (b) | 39. | | | |
| | 40. Test performed to insure the integrity of out-of-service system prior to being returned to service; (1) (c) | 40. | | | |

| | | | | | |
|--------------|---|-----|--|--|--|
| VIII. | VARIANCE: Comments: _____ | | | | |
| | 41. Has the facility for an Alternate Procedure; 62-762.850 (1) | 41. | | | |

| | | | | | |
|------------|---|-----|--|--|--|
| IX. | OTHERS: Comments: _____ | | | | |
| | 42. Any other violation noted during inspection (Explain in comments) | 42. | | | |



Name: _____
Facility I.D.#: _____
Date: _____

UNDERGROUND STORAGE TANK CLOSURE INSPECTION FORM

Yes No Unk N/A

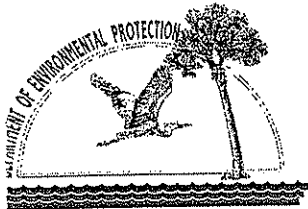
| | | | | |
|----|---|----|--|--|
| I. | REGISTRATION AND NOTIFICATION: 62-761.400 & 450 FAC: Comments: _____ | | | |
| | 1. All of the facility's tanks properly registered; .400 | 1. | | |
| | 2. Proper notification made 30 days prior to tank(s) closure; .405 (1) (a) | 2. | | |
| | 3. Proper notice given 24 hours prior to storage tank(s) closure; .450 (4) | 3. | | |

| | | | | |
|-----|---|-----|--|--|
| II. | CLOSURE PROCEDURES/STATUS: 62-761.800 Comments: _____ | | | |
| | 4. Certified contractor performed the tank removal(s); .740 (2) | 4. | | |
| | 5. Storage tank(s) properly closed and removed from the site; (2) (d) | 5. | | |
| | 6. Storage tank(s) properly closed and filled in place; (2) (d) | 6. | | |
| | 7. Storage tank(s) properly closed within 90 days of discovery; (2) (a) | 7. | | |
| | 8. All liquid & sludge removed from the tank(s); (2) (d) | 8. | | |
| | 9. Storage tanks properly purged or inerted prior to transport; (2) (d) | 9. | | |
| | 10. All piping capped and/or removed; | 10. | | |
| | 11. All monitoring wells left in place for contamination assessment purposes; (2) (f) | 11. | | |
| | 12. All monitoring wells have been properly abandoned; .800 (2) (f) | 12. | | |
| | 13. A closure assessment was properly performed; .800 (3) | 13. | | |

| | | | | |
|------|---|-----|--|--|
| III. | DISCHARGE REPORTING: 62-761.460, F.A.C.: Comments: _____ | | | |
| | 14. Evidence of contamination or a discharge reported (Explain in Comments) .460 (1), (2) and (3) | 14. | | |
| | 15. Discharge Reporting Form (DRF) submitted; .460 (2) | 15. | | |

| | | | | |
|-----|---|-----|--|--|
| IV. | DISCHARGE RESPONSE: Comments: _____ | | | |
| | 16. Free product present; (Explain in Comments) | 16. | | |
| | 17. Free product being removed; 62-761.800 (3) (d) & 62-761.820 (2) | 17. | | |

Comments: _____



UNDERGROUND STORAGE TANK INSTALLATION INSPECTION FORM

Name: _____
Facility I.D.#: _____
Date: _____

Yes No Unk N/A

I. REGISTRATION NOTIFICATION/SITING:
Comments: _____

| | | | | | |
|---|----|--|--|--|--|
| 1. Registration ten days prior to start of installation; 62-761.400 | 1. | | | | |
| 2. Notification of installation or upgrading twenty-four hours prior to start; .450 (4) | 2. | | | | |
| 3. Tank installer certified as a PSSSC; .500 (3) | 3. | | | | |
| 4. Storage tank system has been properly sited; .500 (4) | 4. | | | | |

II. TANKS PERFORMANCE STANDARDS: 62.761.500 Comments: _____

| | | | | | |
|---|----|--|--|--|--|
| 5. Tanks designed and constructed of approved materials according to referenced standards; (1) | 5. | | | | |
| (a) | | | | | |
| 6. Tanks tested prior to installation using referenced standards and manufacturer's instructions; | 6. | | | | |
| (3) | | | | | |
| 7. Used tanks re-certified prior to installation; (1) (c) | 7. | | | | |
| 8. Secondary containment present to hazardous substance storage; .500 (1) | 8. | | | | |

III. TANK EXCAVATION: 62.761.500 (3) Comments: _____

| | | | | | |
|--|-----|--|--|--|--|
| 9. Tank excavation does not jeopardize the foundations of any onsite building; NFPA 30 | 9. | | | | |
| 10. Tank excavation provides a minimum clearance of 12" (steel) or 18" (FRP) in all horizontal directions; API 1615 | 10. | | | | |
| 11. Tank excavation is deep enough to provide for backfill below tank bottom of at least 6" (steel) or 12" (FRP); API 1615 | 11. | | | | |
| 12. For tanks located in non-traffic areas, cover depth is a minimum of 24"; or a minimum of 4" reinforced concrete; NFPA 30 + API 1615 | 12. | | | | |
| 13. For tanks located in traffic areas, cover depth is a minimum of 36"; or a minimum of 18" well tamped material plus 6" reinforced concrete or 8" asphaltic concrete; NFPA 30 + API 1615 | 13. | | | | |
| 14. Clean, non-corrosive backfill material (steel) | 14. | | | | |
| 15. Manufacturer specified material-pea/gravel or washed sand (FRP) | 15. | | | | |
| 16. Secondary containment liners made of impervious compatible materials and properly installed; .500 (7) | 16. | | | | |
| 17. Tanks are properly anchored? | 17. | | | | |
| 18. Tanks separated from a hard surface by 12" sand? | 18. | | | | |
| 19. Steel tanks are electrically isolated from anchor straps? | 19. | | | | |

IV. CATHODIC SYSTEMS: Comments: _____

Cathodically protected tanks and piping meet the requirements of 62-761.500 (1) (a) and 62-761.500 (2) (b) & (c) especially regarding the following:

Tanks

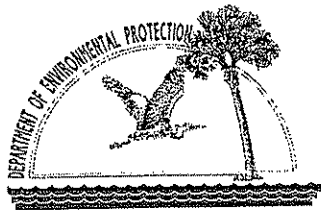
| | | | | | |
|-----------------------------|-----|--|--|--|--|
| 20. Tanks properly coated | 20. | | | | |
| 21. Tanks properly isolated | 21. | | | | |

Piping

| | | | | | |
|------------------------------|-----|--|--|--|--|
| 22. Piping properly coated | 22. | | | | |
| 23. Piping properly isolated | 23. | | | | |

Sacrificial Anodes

| | | | | | |
|---|-----|--|--|--|--|
| 24. Anodes installed in the manufacturer-specified backfill | 24. | | | | |
| 25. Anodes unwrapped from packing prior to installation | 25. | | | | |
| 26. Connection made between the protected structure and the anode lead wire | 26. | | | | |



UNDERGROUND STORAGE TANK INSTALLATION INSPECTION FORM

Name: _____
Facility I.D.#: _____
Date: _____

| | | Yes | No | Unk | N/A |
|--|---|-----|----|-----|-----|
| | Impressed Current | | | | |
| | 27. Negative rectifier lead attached to the structure protected | | | | |
| | 28. System designed to prevent the power source from being de-energized | | | | |
| | Entire System | | | | |
| | 29. All exposed metal coated with electrical insulating material | | | | |
| | 30. Structure-to-soil potential tests performed to verify that adequate protection is being provided | | | | |
| | 31. Backfill does not contain any sharp materials which would damage electrically insulated components | | | | |
| | 32. The system to be protected has been designed and installed to permit future structure-to-soil potential tests | | | | |

| | | | | | |
|----|---|--|--|--|--|
| V. | PIPING EXCAVATION/PERFORMANCE STANDARDS: 62.761.500 Comments: _____ | | | | |
| | 33. Secondary containment for piping | | | | |
| | 34. Piping designed and constructed to meet manufacturer's standards | | | | |
| | 35. Piping excavation provides a minimum clearance of 6" beneath and to the sides of the piping | | | | |
| | 36. Liners used for secondary containment meet reference standards; .500 (7) and .860 | | | | |
| | 37. Piping backfill consists of well-compacted, non-corrosive backfill as specified by manufacturer | | | | |
| | 38. Non-metallic piping installed in accordance with manufacturer's specifications; API 1615 | | | | |
| | 39. Piping does not cross over tanks; API 1615 | | | | |
| | 40. Product and vent lines slope back to the tank; API 1615 | | | | |

| | | | | | |
|-----|--|--|--|--|--|
| VI. | PIPING CONSTRUCTION: Comments: _____ | | | | |
| | 41. Designed, constructed and installed to permit system testing | | | | |
| | 42. Piping joints made liquid tight with suitable sealant; NFPA 30 | | | | |
| | 43. Piping tightness tested and all joints and connections inspected; NFPA 30 | | | | |
| | 44. Dispenser liners properly designed and constructed; 62-761.500 (6) & (7) | | | | |
| | 45. Overfill and spill containment properly designed and constructed; 62-761.500 (5) | | | | |

| | | | | | |
|------|---|--|--|--|--|
| VII. | LEAK DETECTION/TESTING Comments: _____ | | | | |
| | General requirements: 62-761.640: | | | | |
| | 46. Leak detection system in compliance with Chapter 62-761, F.A.C. | | | | |
| | 47. Monitoring well placement meets requirements of .640 & .620 | | | | |
| | 48. Interstitial monitor properly installed; .610, .620 & .630 | | | | |
| | 49. Monitoring wells installed and developed in suitable groundwater conditions; .640 (1) (b) | | | | |
| | 50. Monitoring wells installed for appropriate product stored; (1) (a) | | | | |
| | Monitoring well construction has: 62-761.640: | | | | |
| | 51. Minimum of two inches in diameter; (1) (e) 1. | | | | |
| | 52. Slotted from the bottom to two feet below ground surface; (1) (e) 2. | | | | |
| | 53. Slot size of 0.010" at a minimum; (1) (e) 3. | | | | |
| | 54. Packed with clean sand or gravel pack; (1) (e) 4. | | | | |
| | 55. Constructed of material impervious to the stored pollutant | | | | |

UNDERGROUND STORAGE TANK INSTALLATION INSPECTION FORM



UNDERGROUND STORAGE TANK COMPLIANCE INSPECTION FORM

Name: _____
Facility I.D.#: _____
Date: _____

Yes No Unk N/A

| I. REGISTRATION/NOTIFICATION: Comments: _____ | | Yes | No | Unk | N/A |
|--|---|-----|----|-----|-----|
| 1. | Facility has registered all applicable tanks on site; 62-761.400 | | | | |
| 2. | Current registration placard is properly displayed; 62-761.410 (6) | | | | |
| Proper notification has been made for the following; 62-761.450: | | | | | |
| 3. | Proper closure (30 days prior); (1) (a) | | | | |
| 4. | Change of ownership (30 days after); (1) (b) | | | | |
| 5. | Upgrading, replacement or installation (10 days prior); (1) (c) | | | | |
| 6. | Change of tank status (in service/out of service), (within 30 days); (1) (d) | | | | |
| 7. | Change of facility status (e.g. substances stored), (within 30 days); (1) (e) | | | | |
| 8. | Change of method of financial responsibility (within 30 days); (3) | | | | |
| 9. | Start of closure, upgrades or installation (24 hr. verbal or written); (4) | | | | |

| II. RECORDS KEEPING: Comments: _____ | | Yes | No | Unk | N/A |
|--------------------------------------|--|-----|----|-----|-----|
| 10. | All records were maintained for two (2) years and were available for inspection within five (5) working days; 62-761.710 (1) | | | | |
| 11. | Some, but not all records were maintained for two (2) years and were available for inspection within five (5) working days; 62-761.710 (1) | | | | |

| III. REPORTING/DISCHARGE RESPONSE/ REPAIRS: Comments: _____ | | Yes | No | Unk | N/A |
|--|--|-----|----|-----|-----|
| Proper reporting requirements have been met for the following; 62-761.460: | | | | | |
| 12. | Results of tightness test; (1) | | | | |
| 13. | Any spill, overfill, or other discharge within one working day of discovery; (2) | | | | |
| 14. | Suspected releases within one working day of discovery; (3) (a), (b) | | | | |
| 15. | Confirmed releases (positive responses of a release detection device) within one working day of discovery; (3) (c) | | | | |
| The owner or the operator of the system which has discharged has: | | | | | |
| 16. | Taken it out-of-service; 62-761.700 (1), had it repaired or replaced; 700, or properly closed it; 820 (1) | | | | |
| 17. | Removed any regulated substances from the system; 62-761.820 (1) | | | | |
| 18. | Tightness tested all repaired components before placing them back in service; 62-761.700 (6) | | | | |
| 19. | Had repairs or replacements performed by a certified contractor; 489.105 (3) | | | | |
| 20. | Had tightness test performed by registered tank tester; 62-761.200 | | | | |
| 21. | Begun initial corrective actions for a release; 62-761.820 (2) | | | | |

| IV. INVENTORY REQUIREMENTS: Comments: _____ | | Yes | No | Unk | N/A |
|---|---|-----|----|-----|-----|
| 22. | All inventory requirements maintained in accordance with 62-761.720 (1) | | | | |
| 23. | Some, but not all inventory requirements maintained in accordance with 62-761.720 (1) | | | | |

| V. PERFORMANCE STANDARDS/CATHODIC PROTECTION: Comments: _____ | | Yes | No | Unk | N/A |
|---|--|-----|----|-----|-----|
| Storage tank criteria; 62-761.500, .520 and .550: | | | | | |
| 24. | Facility meets applicable storage tank standards; (1) | | | | |
| 25. | Systems meet siting requirements; (4) | | | | |
| 26. | Tank(s) equipped with spill containment; (5) (b) | | | | |
| 27. | Tank(s) equipped with overfill protection; (5) (b) | | | | |
| 28. | Facility meets construction upgrading schedule; 62-761.510 | | | | |



UNDERGROUND STORAGE TANK COMPLIANCE INSPECTION FORM

Name: _____
Facility I.D.#: _____
Date: _____

Yes No Unk N/A

| V. PERFORMANCE STANDARDS/CATHODIC PROTECTION: Continued: | | | | | |
|---|---|-----|--|--|--|
| Piping criteria; 62-761.500: | | | | | |
| 29. | New piping has secondary containment; (2) | 29. | | | |
| 30. | Dispensers are upgraded with properly installed and maintained liners; (6) | 30. | | | |
| 31. | Facility meets construction upgrading schedule; 62-761.510 (6) | 31. | | | |
| Cathodic Protection/Certified Contractors/Tightness Testing | | | | | |
| 32. | Cathodic protection system provides continuous protection; 62-761.730 (1)-(4) | 32. | | | |
| 33. | PSSSC conducted all storage tank repairs, installations or removals; 62-761.740 (1)-(9) | 33. | | | |
| 34. | Test performed by a D.P.R.-registered tester; 62-761.740 | 34. | | | |

| VI. RELEASE DETECTION/MONITORING WELLS: Comments: | | | | | |
|---|---|-----|--|--|--|
| 35. | New petroleum or hazardous substance storage tanks provided with an approved release detection system upon installation; 62-761.600 (3) | 35. | | | |
| 36. | All release detection systems meet general release standards; 62-761.600 | 36. | | | |
| 37. | Release detection systems are monitored for a discharge at least every 30 days; 62-761.600 (5) | 37. | | | |
| 38. | Groundwater monitoring wells are properly sampled and meet requirements of 62-761.640 (1) | 38. | | | |
| 39. | Vapor monitoring wells are properly sampled and meet the requirements of 62-761.640 (2) | 39. | | | |
| An approved release detection system is provided for: | | | | | |
| 40. | Existing hazardous substance storage tanks; 62-761.560 | 40. | | | |
| 41. | Existing vehicular fuel storage tanks; 62-761.610 | 41. | | | |
| 42. | Other existing regulated substance storage tanks; 62-761.620 | 42. | | | |
| 43. | Integral piping provided with secondary containment; 62-761.630 | 43. | | | |
| 44. | Integral piping without secondary containment; 62-761.640 (8) | 44. | | | |

| VII. OUT-OF-SERVICE STATUS: Comments: | | | | | |
|---|--|-----|--|--|--|
| 45. | Storage systems have been emptied of regulated substances; 62-761.200 (26) | 45. | | | |
| Out-of-Service storage tank systems have; 62-761.800: | | | | | |
| 46. | Corrosion protection properly maintained; (1) (a) (1) | 46. | | | |
| 47. | Release detection system, monitored for evidence of a discharge at least every six months; (1) (a) (2) | 47. | | | |
| 48. | Vent lines open, ancillary equipment secured; (1) (b) | 48. | | | |
| 49. | Been upgraded or replaced before returning to service; (1) (c) | 49. | | | |
| 50. | Been tested tight before returning to service; (1) (c) | 50. | | | |
| 51. | Been out-of-service for no more than two years; (1) (d) | 51. | | | |
| 52. | Been out-of-service for no more than 12 months (unprotected bare steel systems); (2) (b) | 52. | | | |
| 53. | Proper closure for an un-maintained tank; (2) | 53. | | | |
| 54. | Has a closure assessment performed; (3) | 54. | | | |

| VIII. VARIANCE: Comments: | | | | | |
|---------------------------|---|-----|--|--|--|
| 55. | Facility Applied For Alternate Procedure (Explain in comments) 62-761.850 | 55. | | | |

| IX. OTHER: Comments: | | | | | |
|----------------------|--|-----|--|--|--|
| 56. | Any other violations noted during inspection (Explain in comments) | 56. | | | |

Facility Number: _____
 Facility Name: _____
 Date: _____

Department of Environmental Protection
FLORIDA PETROLEUM LIABILITY RESTORATION AND INSURANCE PROGRAM COMPLIANCE CHECKLIST

☐ FPLRIP ☐ ATRP ☐ PCPP ☐ OTHER

DATE OF DISCHARGE: _____

Date: _____ DEP Facility Number: _____
 Facility Name: _____
 Facility Address: _____
 Contact Person: _____ Telephone: (____) _____
 Latitude: _____ " Longitude: _____ "

For the items below that may indicate non-compliance or gross negligence or unknown, please explain in detail, attach additional pages if necessary; also, provide supporting documentation and a vicinity sketch:

YES NO COMPLIANCE WITH CHAPTER 376.3072 F.S., AS REVISED.

- ☐ ☐ 1a. Was any contamination reported (discovered) prior to the current discharge?

- ☐ ☐ 1b. If yes, was an approved method of release detection installed by January 1, 1997?

 What method? _____
- ☐ ☐ 2. Has proper demonstration of financial responsibility been made in accordance with Rule 62-761.480 or 62-762.480, F.A.C.?

- ☐ ☐ 3. Has a Storage Tank Program inspection ever been performed for this facility in accordance with Chapter 62-761, or 62-762, F.A.C.? If yes, give the date of the most recent inspection and supply a copy.
☐ Compliance: _____ Have all previously identified violations (Mod/Mod) been corrected?

☐ Closure: _____ ☐ Installation: _____
- ☐ ☐ 4. Has the owner or operator intentionally caused or concealed a discharge or disabled leak detection equipment?

- ☐ ☐ 5. Has the owner or operator failed to report a suspected release within 1 working day after discovery?

- ☐ ☐ 6. Has the owner or operator, within 3 days of discovery of an actual new discharge, failed to take steps to test or empty the storage tank system and complete such activity within 7 days?

- ☐ ☐ 7. Has the owner or operator, after testing or emptying the storage tank system, failed to proceed within 24 hours thereafter to abate the known source of the discharge or to begin free product removal relating to an actual new discharge and failed to complete abatement within 72 hours, although free product recovery may be ongoing.

YES NO

INFORMATION MUST BE COMPLETED BY INSPECTOR (SITE SCORING AND RANKING).

☐ ☐

8.

Is there evidence of a contamination problem in accordance with Chapter 376.3071, F.S.? If yes, explain in comment section.

If yes to 8, check those that apply:

- ☐ A. _____ monitoring well(s)/borehole(s) show(s) > 2" free product.
- ☐ B. _____ monitoring well(s)/borehole(s) show(s) < 2" free product or petroleum sheen.
- ☐ C. _____ monitoring well(s)/borehole(s) are contaminated but contain no free product (vapors only).
- ☐ D. Soil contamination and/or recent product loss.

Check those that apply:

9. Contamination product type (Chapter 62-771, F.A.C):

- ☐ A. Light petroleum: (kerosene, gasoline, aviation fuel, etc.)
- ☐ B. Heavy petroleum: (fuel oil, diesel, etc.)
- ☐ C. Other: _____
- ☐ D. Unknown: _____

10. Potable water (Chapter 62-771, F.A.C):

- ☐ A. Within ½ mile: Large wells > 100,000 gpd.
1. Indicate direction: _____
2. Estimate distance: _____
- ☐ B. Within ¼ mile: small wells < 100,000 gpd.
1. Indicate direction: _____
2. Estimate distance: _____
- ☐ C. Surface water body used as a public water system.

11. Indicate below, proximity to population centers: (restaurants, shopping centers, residences, etc.):

- ☐ A. < 500 feet:
1. Indicate direction: _____
2. Estimate distance: _____
- ☐ B. > 500 feet:
1. Indicate direction: _____
2. Estimate distance: _____

Comments:

Compliance Inspector

Inspection Date

DEP District: _____ (or) Local Program: _____

ATTACHMENT F
CONTRACTUAL SERVICES INVOICES

| Invoice No. | Contract No. | Task No. | Date | Period of Service |
|---|--------------|----------|---|-------------------|
| | | | | |
| Site Name, City, County _____ | | | | |
| Vendor: FEID No. _____ Telephone: _____ Agent: _____ | | | Bill To: Department of Environmental Protection Bureau of Petroleum Storage Systems 2600 Blair Stone Road Tallahassee, FL 32399-2400 | |
| Contractor Use: | | | | |
| Fixed Price: 1. Contract/Task Amount.....\$ _____ 2. Less Previously Invoiced..... _____ 3. Less/Plus Retainage..... _____ 4. Available Performance Fee..... _____ 5. Subtask Total..... _____ 6. Invoice Total..... _____ | | | Cost Plus: 1. Contract/Task Amount.....\$ _____ 2. Less Previously Invoiced..... _____ 3. Less/Plus Retainage..... _____ 4. Available Performance Fee..... _____ 5. Subtask Total..... _____ 6. Invoice Total..... _____ | |
| DEP Use: <div style="text-align: center;"> 1. Date Invoice Received _____ 2. Date(s) Services Rendered _____ 3. Date Services Approved _____ 4. Performance Certified Satisfactory _____ <div style="display: flex; justify-content: space-between;"> Project Manager Signature Date </div> 5. Approval <div style="display: flex; justify-content: space-between;"> Cost Center Administrator Signature Date </div> 6. Final Invoice: YES NO 7. If Final Invoice: <div style="display: flex; justify-content: space-between;"> Bureau Chief Level or Higher Signature Date </div> </div> | | | | |

BWC 00/1 Rev. 02/97

Instructions

Invoice No.: Contractor/Consultant's billing number.

Contract No.: FDEP's Contract Number.

Task No.: FDEP's Job Number. Task must be invoiced separately. However, More than one subtask of the same task may be included.

Date: Date of Invoice

Period of Service: The beginning and ending dates of the work done by the Contractor/Consultant.

Vendor: Contractor/Consultant's business name and mailing address.

FEID No.: Contractor/Consultant's federal employment identification number.

Telephone: Contractor/Consultant's telephone number for contract contact person.

Agent: Contractor/Consultants contract contact person.

Contractor Use: For Contractor's Consultant's use only(e.g., any billing information unique to the Contractor/Consultant's billing system).

Fixed Price: If the contract or task is to be billed as a fixed price contract/task, fill in these blanks. Fill in all applicable blanks and place "N/A" in the non-applicable blanks.

1. For tasked contracts, enter only the amount of the task being invoiced. For nontasked contracts, enter the total contract amount.
2. For tasked contracts, enter the total amount previously invoiced for the task being invoiced this time. For nontasked contracts, enter the total amount previously invoiced for the contract.
3. Enter the appropriate amount if the contract provides for retainage.
4. Enter the appropriate amount if the contract provides for a performance fee.
5. Enter the total amount for all subtasks being invoiced this time. If the Optional Worksheet is used, this amount would be the total of the entries in the "Subtask Total" column.
6. Enter the total amount being invoiced this time.

Cost Plus: If the contract or task is to be billed on a cost plus fixed fee basis, fill in these blanks. Complete all applicable blanks and place "N/A" in the non-applicable blanks.

1. - 2. See explanation under "Fixed Price".
3. Enter the appropriate amount if the contract provides for a fixed fee.
4. - 6. See explanation under "Fixed Price".

DEP Use: For FDEP coding only. Contractor/Consultant should not write in this space.

Optional Worksheet: The second page of the contract invoice may be used at the Contractor/Consultant's discretion to provide additional information.

**OPTIONAL WORKSHEET FOR
CONTRACTUAL SERVICES INVOICE**

| | | | | |
|-------------|--------------|----------|------|-------------------|
| Invoice No. | Contract No. | Task No. | Date | Period of Service |
| | | | | |

Site Name, City, County _____

| <u>Subtask</u> | <u>Subtask Total</u> | <u>Subtask % Complete</u> | <u>Previous Billing</u> | <u>Amount Due This Invoice</u> |
|----------------|----------------------|---------------------------|-------------------------|--------------------------------|
| | | | | |

DEP CONTRACT NO. GC515
AMENDMENT NO. 6

THIS CONTRACT as entered into on the 24th day of September, 1997, and amended on the 16th day of April, 1999, the 27th day of July, 1999, the 11th day of October, 2000, the 25th day of May, 2001, and on the 19th day of April, 2004, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and SEMINOLE COUNTY (hereinafter referred to as the "CONTRACTOR") is hereby amended.

WHEREAS, the Department desires to have all of its County Compliance Verification Program Contracts run parallel to the state fiscal year of July 1 through June 30; and,

WHEREAS, a new Contract is being executed with SEMINOLE COUNTY which will run parallel with the state fiscal year; and,

WHEREAS, both parties are in agreement that this Contract should be terminated.

NOW, THEREFORE, the Contract is hereby amended as follows:

The TERM OF CONTRACT section is hereby revised to change the completion date of the Contract to June 30, 2007.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

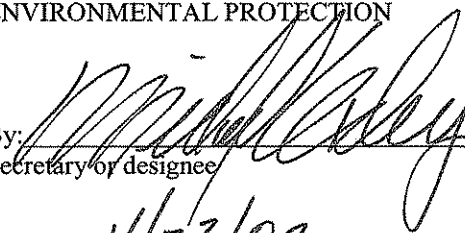
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

SEMINOLE COUNTY

By: _____
Title:

Date: _____

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

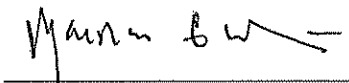
By: 
Secretary or designee

Date: 4/23/07


Marshall Mott-Smith, DEP Contract Manager


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

IMPORTANT!!! IMPORTANT!!! IMPORTANT!!!

Separation of Duties Notice

DEP Contract No: GC515 Amendment No. 6
DEP Contract Manager: Marshall Mott-Smith

The attached contract/contract amendment is being routed for review and execution by the Department. Adequate separation of duty is required in the procurement of goods and services by the Department. Please be advised that the subject contract/contract amendment must be executed by a reviewing authority for the DEP Contract Manager who is authorized to execute contracts on behalf of the Department. If the DEP Contract Manager happens to have the delegated authority to execute contracts on behalf of the Department, the DEP Contract Manager ***must not execute*** the attached contract/contract amendment.

Separation of duties, which is also referred to as segregation of duties, “involves ensuring that individuals do not perform incompatible duties. Duties are considered incompatible from a control standpoint when it is possible for an individual to commit an error or irregularity and then be in a position to conceal it in the normal course of his or her duties.”¹

¹Boynton, William C. and Kell, Walter G., *Modern Auditing*, 6th ed., New York: John Wiley & Sons, Inc.,

If you have any questions regarding this notice, please contact the Contracts Office representative identified below for assistance.

| | |
|---|---------------------|
| Contracts Office Rep: Debbie Bates | Phone: 850/245-2372 |
| Date: April 9, 2007 | SunCom: 205-2372 |

**DEP CONTRACT NO. GC684
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AGREEMENT FOR STORAGE TANK SYSTEM
COMPLIANCE VERIFICATION PROGRAM
FOR SEMINOLE COUNTY**

CONTRACTOR

SEMINOLE COUNTY DEPARTMENT OF
PUBLIC SAFETY
Seminole County Storage Tank Bureau
540 West Lake Mary Blvd.
Sanford, Florida 32773

FEID NO.: 59-6000856

In consideration of the mutual benefits to be derived herefrom, the Florida Department of Environmental Protection ("DEP" or "Department") does hereby retain Seminole County Department of Public Safety ("CONTRACTOR") for the specific purposes and duties as outlined herein within Seminole County and the parties do hereby agree as follows:

INTRODUCTION

1. To assist the CONTRACTOR in complying with the terms and conditions established herein, standard program terminology used throughout this Contract is defined and provided in Attachment A, Standard Contract Definitions, attached hereto and made a part hereof.
2. It is hereby understood and agreed that all references in this Contract to Florida Statutes (F.S.) and the Florida Administrative Code (F.A.C.) shall be for the laws, rules and guidance documents in effect at the time work is performed by the CONTRACTOR.

SCOPE OF SERVICES

3. Perform compliance inspections within the jurisdictional (geographical) boundaries of the specified counties, including facilities registered to the CONTRACTOR as required by an executed Task Assignment(s) at the following Chapter 376, F.S., facilities: storage tanks regulated pursuant to Sections 376.30 – 376.317, F.S. (excluding cattle dip vats, dry-cleaning facilities and designated Brownfields) and Chapters 62-761 and 62-762, F.A.C., including mineral acid tanks regulated by the DEP in accordance with Sections 376.320 - 376.326, F.S. In addition, perform closure inspections, installation inspections, discharge inspections, re-inspections, and emergency response activities, as applicable, in accordance with each Task Assignment. All inspections shall be performed by an individual(s) in a position equivalent to an Environmental Specialist I level or higher. Beginning on the effective date of this Contract, the CONTRACTOR is authorized to enter private property in order to carry out inspections pursuant to Sections 403.091 and 403.858, Florida Statutes.
4. Inspection Priorities. Inspections should be performed in accordance with each executed Task Assignment in the following priority order:
 - A. Perform a discharge inspection at all facilities with known or suspected discharges involving free product within twenty-four (24) hours of receipt of notification. Prepare and send a Site Assessment Report request letter to the facility owner and operator, if appropriate, and as directed by the DEP Task Manager.
 - B. Perform a discharge inspection at all facilities with known or suspected discharges within ten (10) working days of receipt of notification. Prepare and send a Site Assessment Report

request letter to the facility owner and operator, if appropriate, and as directed by the DEP Task Manager.

- C. Perform all closure inspections at known storage tank system closure activities.
 - D. Perform all installation inspections of known new installations to ensure that the system or system component is properly constructed and installed in accordance with Chapters 62-761 and 62-762, F.A.C., as applicable.
 - E. Perform routine compliance inspections and required re-inspections of facilities listed on each executed Task Assignment based on resources and priorities. Facilities not inspected during the current executed Task Assignment, will be prioritized to be inspected during the subsequent Task Assignment. This list will include all facilities with at least one single-walled regulated system.
 - F. Re-inspections should be performed as needed to verify compliance of items identified as requiring a re-inspection, as referenced in the "Storage Tank System Program Violation List" (Guidance Document A). All violations, regardless of severity, which solely involve notification or reporting, will not require a re-inspection, unless otherwise required in Guidance Document A. The CONTRACTOR will not be required to perform a re-inspection if the CONTRACTOR and the DEP's Task Manager agree that it is unwarranted.
5. Site inspections responsibilities shall include:
- A. Contacting facility owners or operators, verbally or in writing, to schedule compliance inspections, installation inspections, closure inspections, discharge inspections, and re-inspections. The DEP Task Manager may require written notification of inspections if verbal methods have proven unsatisfactory.
 - B. With the exception of CONTRACTOR-owned/operated facilities, meeting with the owners, operators, and/or other authorized representatives of all regulated facilities for the purpose of determining compliance with Chapters 62-761 and 62-762, F.A.C., and Chapter 376, F. S.
 - C. Distributing registration forms to all unregistered facilities that become known to the CONTRACTOR as they are discovered, performing compliance inspections at all unregistered facilities that are subject to Chapters 62-761 and/or 62-762, F.A.C., as they are discovered, and taking appropriate measures where required to bring these facilities into compliance.
 - E. Completing all inspection reports using the Florida Inspection Reporting for Storage Tanks (FIRST) database and in accordance with the minimum standards referenced in the "FIRST User's Guide" (Guidance Document B).
 - F. Responding to complaints by performing a complaint investigation, documenting actions taken and maintaining appropriate copies of all complaint information as directed by the DEP Task Manager.
 - G. Responding to requests for public assistance both in the office and during inspections.
 - H. Completing Storage Tank System Leak Autopsy Report Forms in electronic format and submitting them to the DEP Contract Manager within ten (10) days of the Discharge Inspection. Submit the complete electronic form with comments, the Discharge Reporting Form (DRF) and photographs.
 - I. Completing an Underwriters Laboratories (UL) Flex-Pipe Incident Notification Form upon the discovery of any structural or material compatibility problems involving Flex-Pipes and

submitting them to the DEP Contract Manager within ten (10) days of discovery. A copy should also be submitted to UL.

6. Perform Level 1 enforcement actions.

- A. These actions shall include investigation and documentation of violations of Chapters 62-761 and 62-762, F.A.C., or the county's equivalent regulations, preparation of noncompliance letters and related activities as described in Attachment A and in accordance with the "Storage Tank System Program Violation List" (Guidance Document A) and "Level of Effort Guidance" (Guidance Document F).
- B. An individual(s) in a position equivalent to an Environmental Specialist II level or higher shall conduct Level 1 enforcement activities. Noncompliance letters may be prepared and sent by an individual(s) at the Environmental Specialist I level under the direction of an individual at the Environmental Specialist II level or higher.
- C. All enforcement documents shall be on DEP forms, in DEP format, or have DEP approval.
- D. All noncompliance letters shall be issued through FIRST in such a way as to ensure the database's capture of these activities for report purposes.
- E. Any penalties assessed under this Contract shall be in accordance with DEP Directive 923: Settlement Guidelines for Civil and Administrative Penalties (Guidance Document J).
- F. If there is any indication that enforcement actions are not being performed; the DEP Task Manager may request the submission of a Corrective Action Plan. The Task Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the plan is approved or in need of revision.

7. Assessment of Performance Levels.

- A. The CONTRACTOR shall perform inspections as directed in the previously stated Priority Order in paragraph 4, above, and assess performance levels monthly to determine its progress towards completion of each Task Assignment. Upon discovery of any problems that would delay or prevent the timely progress and completion of each Task Assignment, the Contractor shall notify the DEP Task Manager.
- B. Following the effective date of each Task Assignment, the CONTRACTOR should have completed the following percentage of the required routine compliance inspections unless otherwise indicated in the Task Assignment:
 - (1) After four (4) months, thirty-three percent (33%) of inspections should have been completed.
 - (2) After eight (8) months, sixty-six percent (66%) of inspections should have been completed.
 - (3) After twelve (12) months, one hundred percent (100%) of inspection should have been completed.
- C. If the actual number of required routine compliance inspections falls below twenty percent (20%) for the fourth month, thirty percent (30%) for the fifth month, forty percent (40%) for the sixth month, forty-eight percent (48%) for the seventh month, fifty-seven percent (57%) for the eighth month, sixty-five percent (65%) for the ninth month, seventy-three percent (73%) for the tenth month or eighty-two percent for (82%) the eleventh month, then the CONTRACTOR shall submit a Corrective Action Plan, within ten (10) days of receipt of a written request from

the DEP Task Manager, to the DEP Task Manager describing the steps that will be taken to meet the terms of the Task Assignment.

- D. If there is any indication that other required inspections or activities are not being performed, the DEP Task Manager may request the submission of a Corrective Action Plan (Plan).
 - E. The DEP Task Manager shall be responsible for reviewing the plan and notifying the CONTRACTOR if the Plan is approved or in need of revision.
 - F. If the CONTRACTOR does not successfully implement the Plan as approved by the DEP Task Manager for the remaining months of the Task Assignment, the DEP may withhold further payment of monthly invoices until such time as the CONTRACTOR comes into compliance with those performance levels as outlined in paragraph 7.B., above.
 - G. A completion rate of 100 percent is required for those activities described in Paragraph 3, above, and as set forth in each Task Assignment, unless otherwise indicated in the Task Assignment.
 - H. In the event the CONTRACTOR is unable to meet 100% performance levels set forth in the Task Assignment, the DEP reserves the right to seek cost recovery according to the percentage of the amount identified in each executed Task Assignment, unless failure of the CONTRACTOR to perform is documented to be beyond the foreseeable control of the CONTRACTOR (i.e. a force majeure event).
8. The DEP shall authorize the CONTRACTOR to provide services under this Contract utilizing the Task Assignment Notification Form, attached hereto and made a part hereof as Attachment B. The CONTRACTOR acknowledges that no work shall be performed until a Task Assignment authorizing work has been fully executed by the DEP and the CONTRACTOR. If, during the term of an executed Task Assignment, a modification of the Task Assignment is needed, the DEP may issue a new Task Assignment Form clearly marked with the original task number and the appropriate amendment number, detailing the revised description of the work to be performed. As with the original Task Assignment, all amendments to Task Assignments must be executed by both the DEP and the CONTRACTOR prior to the work being performed.

CONTRACTOR RESPONSIBILITIES

- 9. The CONTRACTOR shall administer the compliance verification program, provide technical assistance, and perform level 1 enforcement actions. Data generated from all inspections conducted under the direction of the DEP shall be entered into FIRST prior to the submittal of an invoice to the District. The CONTRACTOR shall also conduct "Discharge Prevention Response Certificate (DPRC) Inspections" (Guidance Document H) at all applicable facilities pursuant to Rule 62N-16.032, F.A.C.
- 10. The CONTRACTOR shall comply with all provisions of this Contract, verify facility compliance with Chapter 376, F.S., Chapters 62-761, 62-762, and 62N-16.032, F.A.C., and be knowledgeable of the differences between the state and federal environmental statutes and rules applicable to underground storage tanks.
- 11. The CONTRACTOR shall require that qualified individuals perform field inspections and that they receive training on Chapters 62-761, 62-762, and 62N-16.032, F.A.C., Chapter 376, F.S., RCRA Subtitle I standards and DEP enforcement procedures.
- 12. The CONTRACTOR shall provide a sufficient number of qualified staff to satisfactorily complete all the responsibilities included in this Contract. All individuals hired after the effective date of this Contract shall possess qualifications equivalent to DEP position levels as specified in this Contract.

13. All field inspectors and enforcement personnel shall attend and complete scheduled storage tank inspector training courses and pass any examinations. If the employee fails to pass, the employee may take the examination at the next offered training class. During this period the employee may continue to perform inspections. However, subsequent failure to provide certified inspectors will result in a reduction of the fixed price negotiated in the Task Assignment.
14. The CONTRACTOR shall determine the accurate latitude and longitude coordinates for each facility inspected using DEP-approved procedures (Source Water Assessment Program (SWAP) Webpoint) and ensure the proper entry of this data into the DEP inspection database.
15. The CONTRACTOR shall review closure reports filed by facility owners or operators to insure that the DEP's "Storage Tank System Closure Requirements" (Guidance Document C) have been followed. In cases where these requirements have not been met, the CONTRACTOR shall initiate Level 1 enforcement actions to compel compliance. In cases where these requirements have been met and none of the DEP's cleanup target levels have been exceeded, the CONTRACTOR shall issue a Closure Report Review Letter for the system or component described in the Closure Report indicating the Closure Report meets the requirements of Chapter 62-761 and/or 62-762, F.A.C. In cases where cleanup target levels have been exceeded, the CONTRACTOR shall follow further direction from the DEP Task Manager.
16. The CONTRACTOR shall maintain files on regulated facilities for inspection reports, noncompliance letters, warning letters, or any other related enforcement documentation, telephone logs and written correspondence from the facility that may not be available in FIRST. In the event a case referral to the DEP District Office for further enforcement is necessary, a case summary, a copy of any documents pertinent to the case that are not available in FIRST, and a letter of referral shall be submitted to the DEP District Office in accordance with the "Guidelines for Case Referrals" (Guidance Document I).
17. Facility files must be kept until the site has been determined closed. Once the facility has been closed for five (5) years, the records shall be sent to the DEP Contract Manager in Tallahassee for preservation, unless the CONTRACTOR is subject to more stringent local record retention requirements. Copies can be maintained by the CONTRACTOR at the CONTRACTOR's expense. If, for any reason, the DEP's contractual arrangement with the CONTRACTOR to perform the inspection program (through this Contract or any future contracts) ceases, the CONTRACTOR shall return all original facility files to the DEP Task Manager within 30 calendar days of Contract expiration or termination.
18. The CONTRACTOR shall provide complete copies of discharge packages (discharge reporting form, discharge inspection report, Site Assessment Request letter (if required)) to the DEP Task Manager and DEP Contract Manager within thirty (30) days of receipt of the reported discharge.
19. The CONTRACTOR shall provide attendance of at least one program staff member at scheduled meetings and at scheduled teleconferences, including the Tanks Conference. The DEP Task Manager may authorize attendance at a location other than the District Office. The CONTRACTOR shall provide attendance of additional staff members as requested by the DEP.
20. The CONTRACTOR shall maintain a current set of the reference standards as contained in Chapters 62-761 and 62-762, F.A.C.
21. The CONTRACTOR shall ensure that all field personnel receive the health and safety training required to meet OSHA standards (an initial 24 or 40 hour course within 6 months of employment under this Contract, followed by an annual 8 hour refresher course).
22. The CONTRACTOR shall supervise the Local Compliance Program with an individual at a minimum equivalent to the DEP's Environmental Specialist III personnel category.

23. The CONTRACTOR shall perform all clerical activities for the above-mentioned tasks, by an individual at a minimum equivalent to a Secretary Specialist level or higher.
24. The CONTRACTOR shall provide copies of applicable rules, inspection forms, and other program/public assistance information to the public and regulated interests. However, this provision does not authorize photocopying of reference documents in violation of copyright law.
25. The CONTRACTOR shall use recycled paper for all program correspondence and documents.
26. The CONTRACTOR shall maintain financial books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. All books, records, and documents pertinent to performance under this Contract shall be maintained for the entire term of this Contract and for five years following the expiration or termination of this Contract. The DEP, the State, or their authorized representatives shall have access to such records for audit purposes during the entire term of this Contract and for five years following the expiration or termination of this Contract. A penalty of 8.3% of the current Task Assignment amount will be assessed for each year that shows insufficient record keeping.
27. The CONTRACTOR shall maintain a separate account (Trust Fund or Cost Center) within the CONTRACTOR's accounting system for the receipt and disbursement of funds provided under this Contract so as to trace and monitor Inland Protection Trust Fund (IPTF) expenditures.
28. The CONTRACTOR shall provide a Statement of Revenue, Expenses and Fund Balance utilizing the "Guidelines for Preparing Year End Financial Statement" (Guidance Document G) for the period of the executed Task Assignment within forty-five (45) days of payment of the twelfth invoice for the current Task Assignment. If the CONTRACTOR fails to timely provide a Statement of Revenue, Expenses and Fund Balance within the forty-five (45) day period, the CONTRACTOR will be assessed a five percent (5%) penalty based on the current Task Assignment amount. The penalty amount will be subtracted from Invoice Number 12 in the current Task Assignment Year. The CONTRACTOR is still obligated to provide the Statement of Revenue, Expenses and Fund Balance to the DEP even if the CONTRACTOR provides this statement after the 45-day deadline and is assessed the five percent (5%) penalty.
29. If the CONTRACTOR's fund balance is less than or equal to ten percent (10%) of its current year Task Assignment, the CONTRACTOR may retain the surplus provided that such surplus must be used pursuant to the provisions of this Contract, the Task Assignment and Section 376.3071, F.S. If the CONTRACTOR's fund balance is greater than ten percent (10%) of its current year Task Assignment amount, the CONTRACTOR shall refund to the DEP any and all amounts in excess of ten percent (10%) of the current year Task Assignment amount. However, the CONTRACTOR can submit to the DEP, with the Fund Balance Report, a written proposal to retain the funds that exceed the ten percent (10%) of the current year Task Assignment. The DEP, at its sole discretion, will then determine whether the CONTRACTOR may retain the funds greater than ten percent (10%) of the current year Task Assignment.
30. The CONTRACTOR shall not allocate funding to non-program activities outside the scope of this Contract or any Task Assignment. Sections 376.3071 and 376.11, F.S., prohibit the use of IPTF and Florida Coastal Protection Trust Fund (FCPTF) moneys for purposes other than those specified in these sections.
31. Access to DEP databases shall be made by using an Internet connection. Therefore, the CONTRACTOR is responsible for subscribing to and paying for all charges related to use of the services of a reputable Internet service provider. The CONTRACTOR must have a dedicated Internet line for FIRST.

32. Guidance Documents. The CONTRACTOR agrees that the services required under this Contract shall be performed in accordance with the guidance documents listed below and in accordance with the provisions of this Contract. The CONTRACTOR acknowledges that these documents may be amended and the services required under this Contract shall be performed in accordance with the versions in effect at the time work is performed by the CONTRACTOR. The CONTRACTOR hereby acknowledges receipt of the following guidance documents:

- A. Guidance Document A -- Storage Tank System Program Violation List.
- B. Guidance Document B -- Florida Inspection Reporting for Storage Tanks (FIRST) User Requirements
- C. Guidance Document C -- Storage Tank System Closure Requirements
- D. Guidance Document D -- Compliance Verification Program Local Program Review Form."
- E. Guidance Document E -- Contractual Services Invoice
- F. Guidance Document F -- Level of Effort Guidance
- G. Guidance Document G -- Guidelines for Preparing Year End Financial Statement
- H. Guidance Document H -- Discharge Prevention Response Certificate (DPRC) Inspections
- I. Guidance Document I -- Guidelines for Case Referrals
- J. Guidance Document J -- DEP Directive 923: Settlement Guidelines for Civil and Administrative Penalties

33. The CONTRACTOR shall provide a written response to the Program Review findings conducted in accordance with paragraph 42, below, and at a minimum, provide details on any corrective actions that will be implemented.

34. The CONTRACTOR shall submit a satisfactory Corrective Action Plan to the DEP Task Manager upon notification of a score below seventy-five (75) on the Program Review within fourteen (14) calendar days of notification of the score. Because a score below 75 reflects an unacceptable level of performance, if the CONTRACTOR receives a score below 75, a penalty of 8.3% of the current Task Assignment amount will be assessed. The penalty amount will be subtracted from invoice Number 12 in the current Task Assignment Year.

35. The CONTRACTOR is responsible for the professional quality, technical accuracy, and coordination of all reports and other services furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its reports and other services.

DEP RESPONSIBILITIES

36. The DEP shall administer the "Storage Tank Training Course" to provide inspector training for all CONTRACTOR inspectors and enforcement personnel.

37. The DEP shall serve in an advisory capacity to the CONTRACTOR. The DEP shall make legal interpretations of DEP rules, which shall be binding with respect to the CONTRACTOR's ordinances to the extent that those ordinances adopt the provisions of Chapters 62-761 and 62-762, F.A.C., as required by this Contract.

38. The DEP shall review completed inspection reports when and as deemed necessary.

39. The DEP shall provide program and regulatory guidance for the CONTRACTOR. The DEP shall provide training in new technology and program management changes at the Annual Program and Supervisors' Meetings.

40. The DEP shall conduct enforcement activities for violations of Chapters 62-761 and 62-762, F.A.C., when case referrals are properly made and forwarded to the District Office in accordance with the "Guidelines for Case Referrals" (Guidance Document I).

41. The DEP shall provide information to the CONTRACTOR about DEP registered storage tank system equipment, alternate procedures (waivers, variances, or registrations), licensed Pollutant Storage Systems Contractors (PSSC), and Registered Precision Tank Testers.
42. At least once annually, the DEP shall perform a Program Review using the "Compliance Verification Program Local Program Review Form" (Guidance Document D), and provide a copy of the Program Review findings to the CONTRACTOR upon completion of the Program Review. The CONTRACTOR shall be notified at least fourteen (14) calendar days prior to a review of the CONTRACTOR'S hard copy facility files so that the CONTRACTOR may make arrangements to have files and personnel available for the review as needed. The DEP may conduct inspections, including accompanied inspections and follow-up inspections, at any reasonable time. In addition, the DEP may also conduct facility file reviews through FIRST at any time. The DEP Task Manager may perform additional program reviews, as deemed necessary, to insure the required performance of the CONTRACTOR. The DEP Task Manager may forgo a Program Review for the next Task Assignment for a CONTRACTOR that receives a score of 95 or greater on the Program Review during the current Task Assignment.

TERM OF CONTRACT

43. This Contract shall become effective on the date of execution or July 1, 2007, whichever date is later; and shall remain in effect until June 30, 2017. In accordance with Section 287.058(2), Florida Statutes, the CONTRACTOR shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract and the execution of a Task Assignment. The DEP anticipates Task Assignments will be executed no later than July 1 of each year detailing the requirements for the next twelve (12) month period. Task Assignment performance periods may not extend beyond the completion date of the Contract established above. This Contract may be renewed for an additional term not to exceed the original Contract period or three (3) years, whichever is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the CONTRACTOR and the availability of funds.

NOTICES

44. Any and all notices shall be delivered to the parties at the following addresses:

CONTRACTOR
James B. Russell PE
Seminole County Department of
Public Safety
Seminole County Storage Tank Bureau
540 West Lake Mary Blvd
Sanford, Florida 32773

DEP
Mr. Marshall Mott-Smith
Department of Environmental Protection
Bureau of Petroleum Storage Systems
2600 Blair Stone Road, MS4525
Tallahassee, Florida 32399-2400

COMPENSATION

45. For satisfactory performance, DEP agrees to compensate the CONTRACTOR on a fixed price basis as described by each executed Task Assignment. It is hereby understood and agreed by both parties that the compensation provided under this Contract shall not exceed the amount negotiated in each executed Task Assignment for each specified period. The DEP's calculation of the fixed price identified above is outlined in the executed Task Assignment Notification Form.
46. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and continuation of other funding presently anticipated.

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PAYMENTS

47. The CONTRACTOR shall submit monthly invoices in the amount specified in the executed Task Assignment. Each invoice shall be submitted using the "Contractual Services Invoice" (Guidance Document E). Each invoice is due no later than the 15th day of the month following the month of services. Travel expenses associated with the annual meeting, Tanks Program Supervisor's Meetings, and travel required for inspections, enforcement re-inspections, district coordination, training and monthly teleconferences are included in the monthly payment schedule and no additional travel expenses will be authorized. Each invoice must be submitted in detail sufficient for pre-audit and post-audit review. A final invoice for each Task Assignment must be submitted as directed by the DEP prior to the completion date of the executed Task Assignment to assure the availability of funding for payment. The DEP shall pay all satisfactory invoices in accordance with Section 215.422, F.S. Two copies of each invoice shall be submitted to:

Department of Environmental Protection
Central District Office
Attn.: Send to the DEP Task Manager's Attention
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803-3767

48. Pursuant to Section 215.422, Florida Statutes, the DEP's Task Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the DEP must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-410-9724 or 1-800-848-3792.
49. In accordance with Section 215.422, Florida Statutes, the DEP shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the DEP's Procurement Section at 850-245-2361.

REPORTS AND DELIVERABLES

50. The DEP Task Manager shall review the monthly invoice for accuracy and completeness and review such things as the number of inspections completed in the FIRST application before the monthly invoice is forwarded to the **Bureau of Petroleum Storage Systems** in Tallahassee, Florida for processing. The DEP has ten (10) working days from the receipt of all deliverables and reports to review the work performed by the CONTRACTOR during the invoice period. If the CONTRACTOR fails to perform as directed by the terms of this Contract, the DEP shall return the unpaid invoice and/or reports and deliverables to the CONTRACTOR documenting the areas in which the CONTRACTOR has failed to meet its contractual obligations.

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EQUIPMENT

51. Upon satisfactory completion of this Contract, the CONTRACTOR may retain ownership of the non-expendable personal property or equipment purchased under this Contract. However, the CONTRACTOR shall complete and sign a Property Reporting Form, DEP 55-212, provided as Attachment C, and forward it along with the appropriate invoice to the DEP's Contract Manager. The following terms shall apply:
- A. The CONTRACTOR shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The CONTRACTOR is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The CONTRACTOR is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the DEP.
 - D. In the event that the DEP determines a need to loan equipment needed for the completion of services under this Contract to the CONTRACTOR, a DEP Property Loan Agreement shall be completed and maintained in the Contract file.
 - E. If the CONTRACTOR fails to perform its obligations under this Contract, the CONTRACTOR shall deliver possession and custody of all such equipment to the nearest District Office location, unless otherwise agreed, within thirty (30) calendar days of Contract termination.

MANAGEMENT

52. The DEP Contract Manager is Marshall T. Mott-Smith, Phone 850-245-8842 or Suncom 205-8842. The CONTRACTOR's Contract Manager is James B. Russell PE, Phone 407-665-2332 or Suncom 355-2330. Each Task Assignment will identify the DEP Task Manager and the CONTRACTOR's Task Manager. All matters relating to a specific Task Assignment shall be directed to the DEP Task Manager for appropriate action or disposition. All matters relating to this Contract shall be directed to the DEP Contract Manager.

TERMINATION

53. Either party may terminate this Contract for its convenience by giving the other party thirty (30) days written notice. If termination is effected by the DEP, the CONTRACTOR shall be compensated for work satisfactorily completed and irrevocable commitments made. If termination is effected by the CONTRACTOR, the CONTRACTOR shall be compensated for work satisfactorily completed.
54. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the DEP, the DEP may terminate this Contract by thirty (30) days written notice, specifying the effective time/date of termination. In this event, the CONTRACTOR shall be compensated for any work satisfactorily completed.
55. This Contract may be terminated by the DEP for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other material made or received by the CONTRACTOR in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article 1 of the State Constitution and Section 119.07(1), Florida Statutes.

56. It is hereby understood and agreed that in the event the DEP makes a clear determination that the CONTRACTOR has breached this Contract to the extent that the CONTRACTOR is (at the sole discretion of the DEP) inadequate to administer the Storage Tank System Compliance Verification Program, compliance inspections, and preliminary enforcement activities under Chapters 62-761 and 62-762, F.A.C., and Chapter 376, F.S., for regulated storage tank systems in its jurisdiction, or that such program is being carried out in a manner inconsistent with the requirements of this Contract, the DEP may, as an alternative to termination of this Contract, and at the DEP's sole discretion, require corrective measures to be taken by the CONTRACTOR within a reasonable period of time, not to exceed 45 days. In the event the CONTRACTOR fails to take such necessary corrective action within the time required, the DEP may terminate this Contract in accordance with paragraph 54, above.

ADDITIONAL PROVISIONS

57. All services shall be performed by the CONTRACTOR to the satisfaction of the Secretary of the DEP or his/her designated representative.
58. The DEP and the CONTRACTOR may at any time, by written order designated to be a change order, make any change in the work within the general scope of the Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). Changes to Task Assignment Notification Forms issued by the DEP shall be evidenced by an amendment to the Task Assignment as described in paragraph 8, above. All change orders are subject to mutual agreement of both parties and shall be evidenced in writing. Any change order, which causes an increase or decrease in the CONTRACTOR's cost or time, shall require an appropriate adjustment and modification (amendment) to this Contract.
59. The CONTRACTOR 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.
60. The CONTRACTOR warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or agencies maintained by the CONTRACTOR for the purpose of securing business.
61. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
62. The CONTRACTOR shall comply with all federal, state and local rules and regulations in providing services to the DEP under this Contract. The CONTRACTOR acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations.
63. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
64. This Contract is an exclusive contract for services and the CONTRACTOR may not subcontract, assign, or transfer, in whole or in part, any work under this Contract without the prior written consent of the DEP.

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65. Discriminatory Practices.

- 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 Contract.
 - 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, and may not submit bids on leases of real property to a 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.
66. To the extent required by law, the CONTRACTOR will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all its employees connected with the work under this Contract. In case any work is subcontracted, the CONTRACTOR shall require the subcontractor similarly provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. 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 Contract is not protected under Workers' Compensation statutes, the CONTRACTOR shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEP, for the protection of his employees not otherwise protected.
67. For purposes of this Contract, the CONTRACTOR is not authorized to issue variances or waivers pursuant to Section 120.542, F.S., to issue declaratory statements pursuant to Section 120.565, F.S., or the County equivalent of these provisions where the effect would be to issue a variance, waiver or declaratory statement of a state law or rule that has been adopted as a County ordinance.
68. Nothing in this Contract shall be considered an approval by the DEP of equivalent, more stringent or extensive local programs pursuant to Section 376.317, F.S.

LIABILITY

69. The CONTRACTOR, as an independent contractor and not an agent, representative, or employee of the DEP, agrees to carry adequate liability and other appropriate forms of insurance. The DEP shall have no liability except as specifically provided in this Contract.
70. 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, F.S.

SEVERABILITY

71. In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

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ENTIRE AGREEMENT

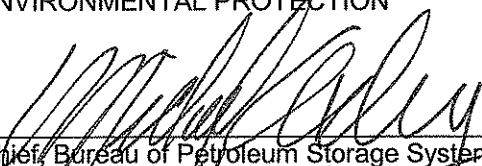
It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed in this Contract. This Contract may be modified by written amendment executed by the parties hereto.

SEMINOLE COUNTY DEPARTMENT OF
PUBLIC SAFETY
Seminole County Storage Tank Bureau

By: _____
*Title

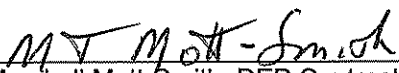
Date: _____

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



Chief, Bureau of Petroleum Storage Systems

Date: 4/23/07



Marshall Mott-Smith, DEP Contract Manager



DEP Contracts Administrator

Approved as to form/legality:



DEP Assistant General Counsel

*For contracts with governmental boards/commissions: If someone other than the Chairman signs this Contract, a resolution, statement or other document authorizing the person to sign the Contract on behalf of the CONTRACTOR must accompany the Contract.

List of Attachments included as part of this Contract:

| <u>Attachment</u> | <u>Description (include number of pages)</u> |
|-------------------|--|
| Attachment A | Standard Contract Definitions (5 pages) |
| Attachment B | Task Assignment Notification Form (1 Page) |
| Attachment C | Property Reporting Form (1 Page) |

ATTACHMENT A

STANDARD CONTRACT DEFINITIONS

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Storage Tank Program Contractor

Clean Closure Review Letter

A letter sent by the contractor to storage tank system owners notifying them that their Closure Assessment Report has been reviewed and that no cleanup is required based on the data submitted.

Cleanup Notification Letter

A letter sent by the contractor based on the review of Closure Assessment Reports or Discharge Inspections informing owners of their responsibility to proceed with a cleanup of their site in accordance with Chapter 62-770, F.A.C., or wait for Department authorization to proceed with cleanup in accordance with Section 376.30711, Florida Statutes (F.S.)

Closure Event

The closure of a tank(s) or component(s) from a single excavation or location (Aboveground Storage Tank) during a continuous time period.

Closure Inspection

An inspection performed during or after a storage tank system closure event in order to determine if the system was closed in accordance with Department rules. Additional site visits may be needed to complete the closure inspection form for a closure event. No compliance inspection will be performed at a closed facility after a closure inspection.

Complaint

An expression of dissatisfaction received by DEP or local government personnel from a person who is concerned about a storage tank system installation, removal, operation, or contamination situation.

Complaint Investigation

All work associated with responding to verbal or written complaints and inquiries including the investigation and reporting of possible violations of storage tank system rules and suspected releases. The contractor shall conduct complaint investigations for any complaints received from any source or as requested by the Department. The investigation should include a complete and thorough Chapter 62-761 and 62-762, F.A.C. inspection for regulated facilities as appropriate. Inspections of regulated and unregulated facilities should be conducted using the FIRST system.

Complaint Referral

If it is determined to be beyond the scope of authority of the contractor, a complaint may be referred to the Department District Office or other appropriate agency. The referrals shall include copies of all forms and documented findings of the investigation as required by the Department.

Compliance Verification Program

A locally administered program for the inspection of storage tanks as authorized in 376.303(1)(a) F.S. The purpose of this program is to determine and enforce compliance with Chapter 62-761, F.A.C.

Compliance without Enforcement (CWOE)

A return to full compliance without formal enforcement. Full compliance can be verified through a re-inspection, closure or installation inspection, receipt of records in the county office, or the receipt of any other information, through the mail, during a meeting, or a site visit, that indicates a facility, previously determined to be out-of-compliance is now in-compliance. Once a case has been referred to the Department's District Office for formal enforcement, it is no longer a CWOE.

Contractor-owned Facility

A regulated facility owned or directly controlled by the local county government (the Contractor).

Discharge Inspection

An inspection performed by the contractor as a result of a notification of a discharge from a regulated facility or a potentially regulated facility. A compliance inspection where a discharge is initially noted will only be counted as a compliance inspection and a Discharge Report Form inspection would not be required. A discharge discovered at any other time would require a separate inspection within ten (10) working days of reporting.

Ecosystems Management and Restoration Trust Funds

Any fund with disbursements made in a manner consistent with the intent of Section 403.1651, Florida Statutes.

Environmental Specialist I

An Environmental Specialist I must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- Professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

Note: Substitutions for qualified personnel can be made at the written discretion of the Department based on the tenure of professional experience in a directly related field.

Environmental Specialist II

An Environmental Specialist II must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering and two years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering and one year of professional experience as described above; or
- A doctorate degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- One year of experience as an Environmental Specialist I with the State of Florida; or
- Professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

Note: Substitutions for qualified personnel can be made at the written discretion of the Department based on the tenure of professional experience in a directly related field.

Environmental Specialist III

An Environmental Specialist III must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering and three years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering and two years of professional experience as described above; or
- A doctorate degree from an accredited college or university in one of the physical or natural sciences or engineering; or
- Two years of experience as an Environmental Specialist I or higher with the State of Florida; or
- Professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

Note: Substitutions for qualified personnel can be made at the written discretion of the Department based on the tenure of professional experience in a directly related field.

Environmental Supervisor II

An Environmental Supervisor II must have:

- A bachelor's degree from an accredited college or university with a major in one of the physical or natural sciences or engineering and three years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or
- A master's degree from an accredited college or university in one of the physical or natural sciences or engineering and two years of professional experience as described above; or
- A doctorate degree in one of the physical or natural sciences or engineering; or
- Two years of experience as an Environmental Specialist I or higher with the State of Florida; or
- Professional experience in environmental protection, regulation of health; one of the physical or natural sciences; or engineering can substitute on a year-for-year basis for the required college education.

An Environmental Supervisor II must supervise at least two professional environmental positions to be classified as an Environmental Supervisor II. If this criterion is not met, the position must be classified as an Environmental Specialist III (see requirements above).

Note: Substitutions for qualified personnel can be made at the written discretion of the Department based on the tenure of professional experience in a directly related field.

Florida Inspection Reporting of Storage Tanks (FIRST)

FIRST is an information gathering application utilized by inspectors in the field to input data on the conditions of any facility state-wide. The information is collected by the inspectors in all 67 counties using a laptop computer and then transferred to Tallahassee via the internet multiple times daily.

Installation Inspections

The initial inspections performed at new facilities at the time of installation in order to determine if the storage systems will be installed in accordance with Department rules.

Level 1 Enforcement

The minimum level of enforcement responsibility that a local government must perform as part of the Compliance Verification Program. The Department has the responsibility for the lead in enforcement actions. The contractor shall follow department enforcement guidelines and updates thereto as specified in the DEP Enforcement Manual. The contractor is responsible for:

1. Issuing Noncompliance and Warning Letters.
2. Conducting or participating in informal compliance or technical meetings with owner/operators to resolve violations.
3. Documentation of phone calls, meetings, etc., to prepare enforcement referrals to the Department.
4. On site inspections and re-inspections.
5. Testifying at hearings, witnessing as requested.

Level 2 Enforcement

The highest level of enforcement for a contracted local government where the contractor has the enforcement lead and enforcement is carried out under the contractor's ordinance. The contractor must also:

1. Take the lead in the discovery process.
2. Be responsible for judicial remedies, including the determination of civil penalties, injunctive relief, and assessment of damages.
3. Complete Consent Orders, Notices of Violation, and Final Orders.
4. Perform post judgment enforcement activities.
5. Obtain inspection warrants as needed.

Non-compliance Letter

A letter sent to a facility owner/operator after discovery of a violation or problem at a facility.

Public Assistance

Public assistance includes all work related to providing technical, regulatory and other information to citizens, government officials, associations, planning councils, and consultants in order to implement the storage tank program for above and underground storage tank systems. Examples include rule interpretation meetings or calls, speeches, presentations, and meetings with local officials.

Regulated Chapter 62-761 and 62-762, F.A.C. Facilities

A regulated facility, which has at least one storage tank system that stores a regulated substance that is either in-service, temporarily out-of-service, or unmaintained, and includes federal facilities.

Registered Improperly Closed Facility

A facility with one or more storage tank systems, which have been registered as being closed; where there is no information or confirmation regarding the closure. If there are regulated active tanks at this facility it should be counted under the regulated (Chapter 62-761 and 62-762, F.A.C.) facilities category. These facilities should only be inspected once and are normally only counted during the first contract year if applicable.

Re-inspection

A follow-up inspection performed by the contractor to verify correction of noncompliance items requiring verification at the site for storage tank system rules. Re-inspections are required for all violations identified as having a moderate or major potential for harm to the environment and moderate or major extent of deviation from the regulations, as references in the Storage Tank Penalty Guidelines and Assessments Memo. All violations, regardless of severity involving notification or reporting will not require a re-inspection.

Routine Compliance Inspection

An inspection performed at a Chapter 62-761 or 62-762, F.A.C. regulated facility during the contract period, for which a Storage Tank Facility Compliance Report Inspection Form has been completed. Routine compliance inspections do not include enforcement-related re-inspections.

1. Unregistered Facility Compliance Inspection

A routine compliance inspection conducted at a site that contains one or more petroleum storage systems that are regulated under Chapter 62-761 or 62-762, F.A.C. and has not been registered with DEP as a regulated facility.

Secretary Specialist

One year of secretarial or office clerical experience and attainment of a typing score of at least 35 correct words per minute on the typing test administered by an office of the Job Service of Florida, the state employment service of another state, or the central personnel agency of another state. Possession of a Certified Professional Secretary Certificate; or College education can substitute at the rate of 30 semester or 45 quarter hours for the year of required experience; or Vocational/technical training in the area of secretarial science or office/business studies can substitute at the rate of 720 classroom hours for the year of required work experience; or A high school diploma or its equivalent can substitute for the one year of work experience.

Warning Letter

A formal letter sent certified mail to a facility owner/operator when violations have not been resolved as a result of a noncompliance letter or if the violation merits more stringent enforcement. These letters should follow a format approved by DEP's Office of General Counsel.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment B

**Florida Department Of Environmental Protection
Task Assignment Notification Form for Seminole County**

Contract No. GC_____ **Task No.** _____ **Amendment No.** ____ **Date** _____

Performance Period: Effective the date of execution of this Task Assignment or July 1, _____
whichever is later, and shall remain in effect until June 30, _____.

Description: (Additional Pages May be Utilized)

Payment Schedule:

Task Managers:

DEP Task Manager: _____ Phone: _____

Contractor Task Manager: _____ Phone: _____

Authorization:

| | |
|-------------------------------|-------|
| _____ | _____ |
| DEP Contract Manager | Date |
| _____ | _____ |
| Contractor's Contract Manager | Date |
| _____ | _____ |
| DEP Budget Representative | Date |

Funding:

| Org. Code | E.O. | Object Code | Module | Special Category | Year | Amount |
|-----------|------|-------------|--------|------------------|------|--------|
| 37 | | | | | | \$ |
| 37 | | | | | | \$ |

Notes:

CC: DEP Procurement Section (MS 93)
Finance & Accounting, Contracts Disbursement Section (MS 78) - 2 Copies
DEP Task Manager
Contractor Task Manager

ATTACHMENT C

PROPERTY REPORTING FORM FOR DEP CONTRACT NO. GC684 (For Property With Contractor Assigned Property Control Numbers)

CONTRACTOR: List non-expendable equipment/personal property* costing \$1,000 or more purchased under the above Contract. Also list all upgrades* under this contract, costing \$1,000 or more, of property previously purchased under a DEP contract (identify the property upgraded and the applicable DEP contract on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form. The Contractor shall establish a unique identifier for tracking all personal property purchased under this Contract and shall report the inventory of said property, on an annual basis, to the Department's Project Manager, by DEP Contract number, no later than January 31st for each year this Contract is in effect.

| DESCRIPTION | SERIAL NO./COST** | LOCATION/ADDRESS | CONTRACTOR ASSIGNED PROPERTY CONTROL NUMBER |
|-------------|-------------------|------------------|---|
| | | | |
| | | | |
| | | | |
| | | | |

*Not including software. **Attach copy of invoice, bill of sale, or other documentation to support purchase.

| | | |
|-------------|-------------------------------|-------|
| CONTRACTOR: | Contractor's Project Manager: | Date: |
|-------------|-------------------------------|-------|

| BELOW FOR DEP USE ONLY | |
|----------------------------------|--|
| DEP CONTRACT MANAGER: | Maintain this document with a copy of the invoices supporting the cost of each item identified above in your Contract file. If the Contract is a cost reimbursement Contract, make sure to send invoices supporting the cost of the items to Finance and Accounting for the processing of the Contractor's invoice for payment. |
| DEP Contract Manager Signature: | Date: |

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

IMPORTANT!!! IMPORTANT!!! IMPORTANT!!!

Separation of Duties Notice

DEP Contract No: GC684 Amendment No.
DEP Contract Manager: Marshall Mott-Smith

The attached contract/contract amendment is being routed for review and execution by the Department. Adequate separation of duty is required in the procurement of goods and services by the Department. Please be advised that the subject contract/contract amendment must be executed by a reviewing authority for the DEP Contract Manager who is authorized to execute contracts on behalf of the Department. If the DEP Contract Manager happens to have the delegated authority to execute contracts on behalf of the Department, the DEP Contract Manager *must not execute* the attached contract/contract amendment.

Separation of duties, which is also referred to as segregation of duties, "involves ensuring that individuals do not perform incompatible duties. Duties are considered incompatible from a control standpoint when it is possible for an individual to commit an error or irregularity and then be in a position to conceal it in the normal course of his or her duties."¹

¹Boynton, William C. and Kell, Walter G., *Modern Auditing*, 6th ed., New York: John Wiley & Sons, Inc.,

If you have any questions regarding this notice, please contact the Contracts Office representative identified below for assistance.

| | |
|---|---------------------|
| Contracts Office Rep: Debbie Bates | Phone: 850/245-2372 |
| Date: April 16, 2007 | SunCom: 205-2372 |

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Resolution / Quit Claim Deed (Swanlea, Inc. to Seminole County)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Mark Flomerfelt

EXT: 5709

MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a Resolution accepting a Quit Claim Deed from Swanlea, Inc., a Florida Corporation, to Seminole County for property needed to implement additional drainage improvements and maintain the Longwood Canal (also known as the Columbus Harbor Ditch).

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

In the late 1970's, the Longwood Canal (see attached Location Map) was transferred from the Florida Department of Transportation to Seminole County along with the section of County Road 427 from State Road 436 to State Road 434. This action was part of the first Statewide Functional Classification Legislation that transferred many State Secondary Roads to local governments.

In the 1990's this canal was redesigned by a consulting firm and reconstructed by the Roads Division in two phases with assistance from the City of Longwood. Potential drainage improvements and future maintenance of this existing canal will require property not currently owned by Seminole County. Swanlea, Inc. has indicated its willingness to quit claim the necessary property, at no cost, to the County as evidenced by the attached Quit Claim Deed.

STAFF RECOMMENDATION:

Staff recommends the Board adopt and authorize the Chairman to execute the Resolution accepting a Quit Claim Deed from Swanlea, Inc., a Florida Corporation, to Seminole County for property needed to implement additional drainage improvements and maintain the Longwood Canal (also known as the Columbus Harbor Ditch).

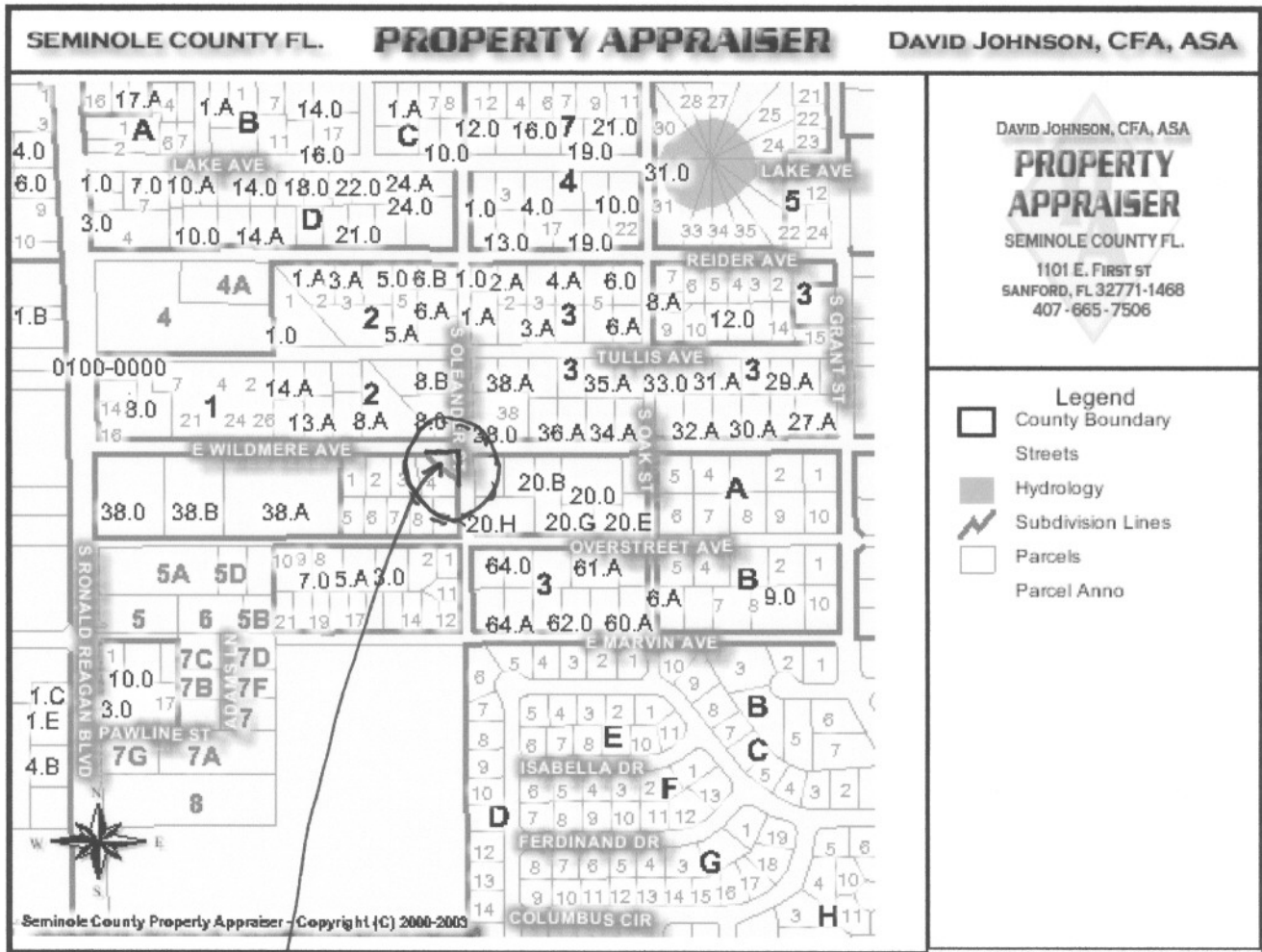
ATTACHMENTS:

1. Location Map
2. QuitClaim Deed
3. Resolution

Additionally Reviewed By:

☒ County Attorney Review (Matthew Minter)

Location Map



This Instrument Prepared by:
SWANLEA, INC
2295 S. HIWASSEE RD, Ste # 411
ORLANDO, FLA 32835

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 6th day of June, 2006, between
SWANLEA, INC. whose address is
SUITE 411, 2295 S. HIWASSEE RD. ORLANDO FL 32835, hereinafter called the GRANTOR, and
SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole
County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the
GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND
NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the
GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim
unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR
has in and to the following described lot, piece or parcel of land, situated, lying and being in the
County of Seminole, State of Florida, to-wit:

See Legal Description Attached Hereto as Exhibit "A"

Property Appraiser Tax ID # 05-21-30-511-0000-038C

TO HAVE AND TO HOLD the same together with all and singular the appurtenances
thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity
and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and
behoof of the GRANTEE forever.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

(Sign) [Signature]

Print Name: Darin Coggins

[Signature]

Robert Pola GRANTOR

(Sign) [Signature]


Print Name:

Vice President

STATE OF FLORIDA)
COUNTY OF Orange) SS

The foregoing instrument was acknowledged before me this 6 day of June, 2006,
by Roberto Marco Pola, who is personally known to me
or who has produced Florida Drivers License as
identification and did/did not take an oath.

[Signature]
Print Name Crystal Johnson
Notary Public in and for the County
and State Aforementioned
My commission expires _____

 Crystal Johnson
My Commission DD297107
Expires March 07 2008

N

0 30 60

SCALE IN FEET

EXHIBIT "A"

DESCRIPTION:

That part of LOT 38, RE-PLAT OF WEST WILDMERE, Longwood Florida, as recorded in Plat Book 6, Page 105, of the Public Records of Seminole County, Florida, Section 5, Township 21 South, Range 30 East.

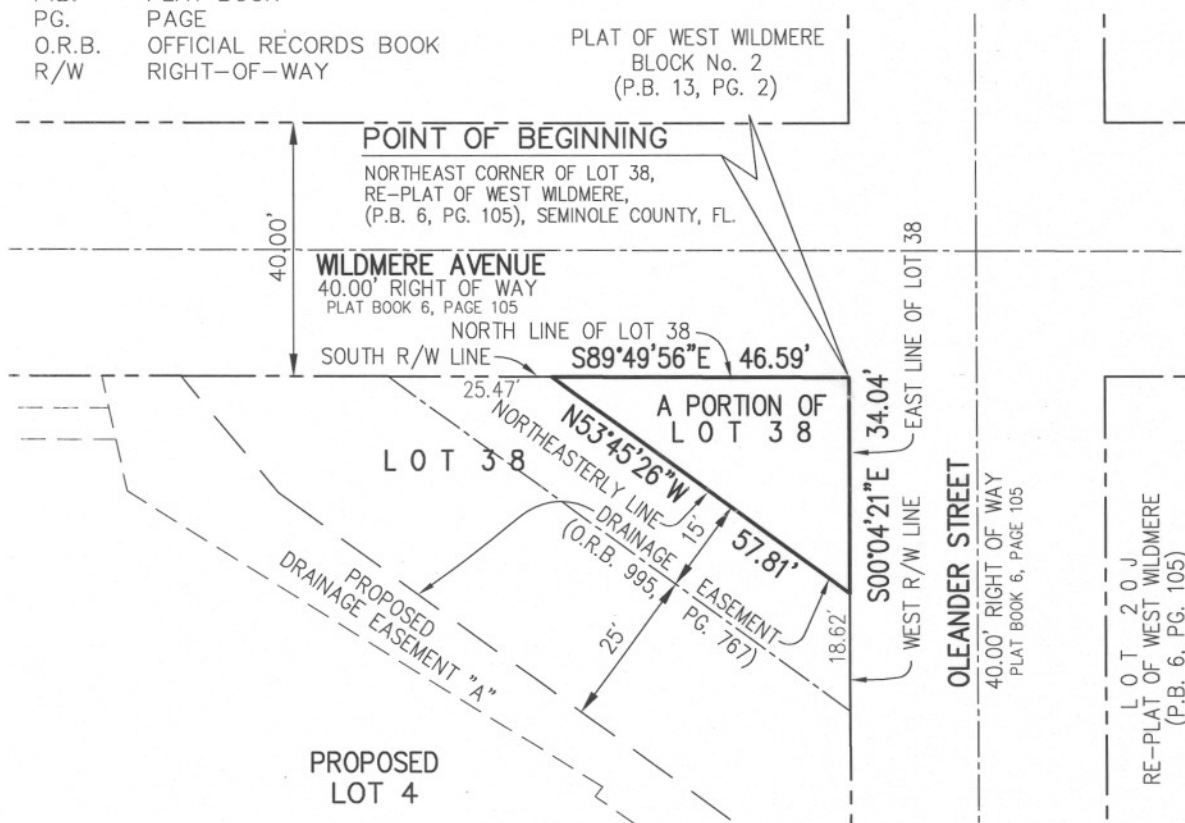
BEGIN at the Northeast corner of said LOT 38, thence run South 00°04'21" East along the East line of said LOT 38 for a distance of 34.04 feet to the intersection of the Northeasterly line of lands described in Official Records Book 995, Page 767 of the Public Records of Seminole County, Florida; thence run North 53°45'26" West along said Northeasterly line for a distance of 57.81 feet to the North line of aforesaid LOT 38; thence run South 89°49'56" East along said North line for a distance of 46.59 feet to the POINT OF BEGINNING.

Containing 793 square feet more or less, and being subject to any rights-of-way, restrictions, and easements of record.

LEGEND

P.B. PLAT BOOK
PG. PAGE
O.R.B. OFFICIAL RECORDS BOOK
R/W RIGHT-OF-WAY

PLAT OF WEST WILDMERE
BLOCK No. 2
(P.B. 13, PG. 2)



VHIB

Vanasse Hangen Brustlin, Inc.

135 W. Central Blvd., Suite 800

Orlando, FL 32801

407 839 4006 & FAX 407 839 4008

Licensed Survey Business LB7153

Transportation

Land Development

Environmental Services

NOTES:

THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE LOT 38, RE-PLAT OF WEST WILDMERE, PLAT BOOK 6, PAGE 105, SECTION 5, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING SOUTH 00°04'21" EAST, AN ASSUMED MERIDIAN.

Field By _____ Drawn by s.r.lee Checked by B.K.H.

Scale 1" = 30' Date 03/31/06

Project Title

SKETCH & DESCRIPTION

A portion of LOT 38,
RE-PLAT OF WEST WILDMERE

Issued for

Swanlea, Inc., a Florida Corporation

Project Number

60983.00

CERTIFICATION:

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 61G-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by;

Stephen R. Lee, P.S.M.
Professional Surveyor and Mapper
Florida License No. 5835
SHEET 1 OF 1

RESOLUTION NO. 2007-R- _____

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE _____ DAY OF _____, 2007.**

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for additional drainage improvements to an existing county drainage canal located in Section 05, Township 21 South, Range 30 East, in Seminole County, Florida; and

WHEREAS, the implementation of the needed drainage improvements will require land that is not currently owned by the County of Seminole; and

WHEREAS, Swanlea, Inc., A Florida Corporation, has indicated their willingness to donate to Seminole County the required land as evidenced by the executed Quit Claim Deed accompanying this resolution; and

WHEREAS, *Section 196.28, Florida Statutes*, provides for and authorizes the Board of County Commissioners to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or State upon lands conveyed to or acquired by the County for public purposes.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Quit Claim Deed dated June 6, 2006, which deed conveys a part of Lot 38, Re-Plat of West Wildmere, Longwood, Florida, as recorded in Plat Book 6, Page 105, Public Records of Seminole County, Florida, Section 5, Township 21 South, Range 30 East, from Swanlea, Inc. to Seminole County; and

BE IT FURTHER RESOLVED that all ad valorem taxes, either current or delinquent, that are owed upon and liens upon said lands resulting from said taxes and relating to the lands described in the above referenced Quit Claim Deed are hereby canceled and discharged; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided by the Clerk to the Board of County Commissioners to the Tax Collector for Seminole County and the Property Appraiser for Seminole County; and

BE IT FURTHER RESOLVED that the aforementioned Quit Claim Deed be recorded in the Public Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____, 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the Board
of County Commissioners in and for
Seminole County, Florida.**

Carlton Henley, Chairman

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
04-23-2007

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve Settlement and Execute Subordination Agreement.

DEPARTMENT: County Attorney's Office

DIVISION: Property Acquisition

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Property Acquisition

Approve Settlement and Execute Subordination Agreement for Airport Boulevard Phase II Subordination of Utility Interest Agreement (Parcel Number 108) between Seminole County and BellSouth Telecommunications, Inc., in conjunction with the Airport Boulevard Phase II road improvement project.

District 5 Brenda Carey

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board approve settlement and execute Subordinantion Agreement for Airport Boulevard Phase II Subordination of Utility Interest Agreement (Parcel Number 108) between Seminole County and BellSouth Telecommunications, Inc., in conjunction with the Airport Boulevard Phase II road improvement project.

ATTACHMENTS:

1. Airport Blvd Phase II Subordination of Utility Interest Agreement

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: Al Schwarz, Assistant County Attorney **AHS**

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *Pam Hastings*
David V. Nichols, P.E./Principal Engineer/Engineering Division *David V. Nichols* **5-18-07**

DATE: May 16, 2007

SUBJECT: Easement Holder - BellSouth Telecommunications, Inc.
Airport Boulevard Phase II
Parcel No. 108; Owner - TWC Ninety-Five, Ltd.
Seminole County v. TWC Ninety-Five Ltd.
Case No.: 02-CA-2627-13-k

This Memorandum requests approval by the Board of County Commissioners (BCC) and execution by the Chairman of a Subordination of Utility Interests agreement with respect to the Easement interest of BellSouth Telecommunications, Inc. "BELLSOUTH," relating to Airport Boulevard Phase II particularly Parcel No. 108. The referenced parcel was acquired through an order of take on February 20, 2003, with title vesting in Seminole County on March 5, 2003.

The BCC adopted Resolution No. 01-R-29 on February 13, 2001, authorizing the acquisition of Parcel No. 108 and finding that the Airport Boulevard road improvement project served a public purpose and was in the best interests of the citizens of Seminole County.

BELLSOUTH has signed and tendered a recordable instrument, entitled Subordination of Utility Interests for filing in the land records. Please see the location map attached as Exhibit A and a copy of the Subordination agreement attached as Exhibit B.

BELLSOUTH's interest in the referenced property is an Easement for construction, operation and maintenance of its telephone systems or facilities. BELLSOUTH has agreed to provide the subordination of its easement interest without charge. This will also preclude BELLSOUTH's involvement in the referenced case.

AHS/dre

Exhibit A - Location Map

Exhibit B - Subordination Agreement

P:\USERS\DEDEGE\MY DOCUMENTS\MEM\AGENDA MEM AIR II 108 BELLSOUTH SUBORDINATION.DOC

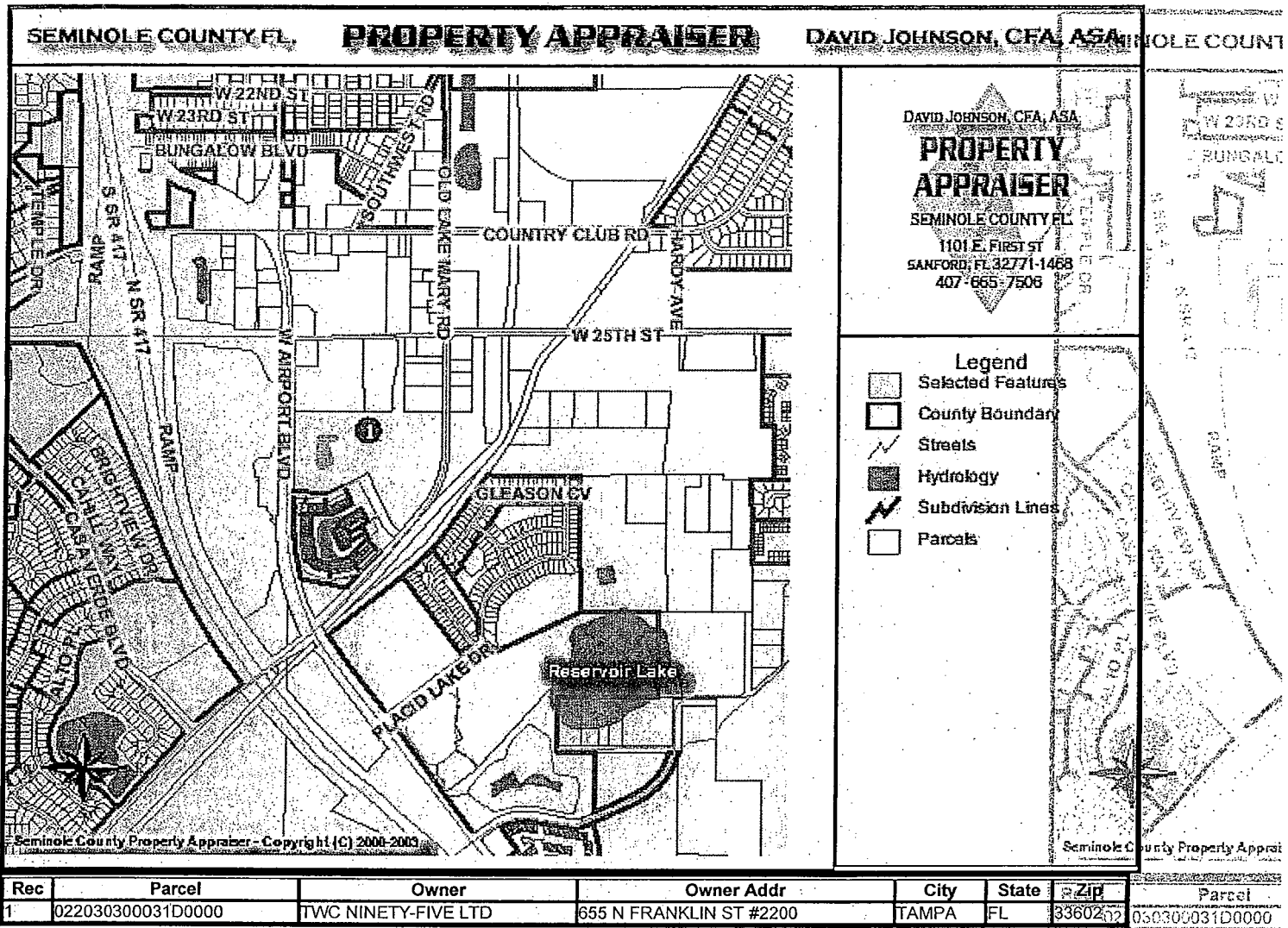


EXHIBIT A

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this 11 day of May, 2007, by and between BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT & T, FLORIDA, f/k/a SOUTHERN BELL TELEPHONE AND TELEGRAPH, f/k/a SBT & T CO., whose address is 675 West Peachtree Street, Northeast, Suite 4500 Atlanta, Georgia 30375, hereinafter referred to as the "COMPANY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COMPANY presently has an interest in certain lands that have been determined necessary for use as right-of-way for additional traffic lanes and improved drainage facilities on **Airport Boulevard, Phase II** and

WHEREAS, the proposed use of these lands for use as right-of-way for additional traffic lanes and improved drainage facilities purposes on **Airport Boulevard, Phase II** will require subordination of the interest claimed in such lands by the COMPANY to the COUNTY; and

WHEREAS, the COUNTY is willing to pay to have the COMPANY's facilities relocated, if necessary, to prevent conflict between the facilities so that the benefits of each may be retained,

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the COMPANY and the COUNTY agree as follows:

THE COMPANY subordinates any and all of its interest in the lands described as follows:

(See Exhibit "A" attached hereto)

to the interest of the COUNTY, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road, including drainage facilities, over, through, upon, and/or across such lands, including, but not limited to, the claim of interest based on the following:

| NATURE OF ENCUMBRANCE | DATE | FROM OR AGAINST | IN FAVOR OF | RECORDED BOOK/PAGE |
|-----------------------|------------------|-----------------------|---|--------------------|
| Easement | December 5, 1997 | TWC Ninety-five, Ltd. | Southern Bell Telephone & Telegraph Co. | 3541/1916 |

PROVIDED that the COMPANY has the following rights:

1. The COMPANY shall have the right to construct, operate, maintain, remove, and relocate facilities on, within, and upon the lands described herein. Any new construction or relocation of facilities within the lands will be subject to prior approval by the COUNTY's Engineer.

2. The COMPANY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY's facilities.

3. The COMPANY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss of damage to County facilities resulting from the COMPANY exercising its rights outlined in Paragraphs 1 and 2 above.

4. Should the COUNTY require the COMPANY to alter, adjust, or relocate its facilities located within said lands, or fail to approve any proposed new construction or relocation per paragraph 1 above, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation, including without limitation the cost of acquiring a new easement, or easements to allow for the construction, alteration, adjustment, or relocation.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ATTEST:

BELLSOUTH TELECOMMUNICATIONS,
INC. d/b/a AT & T, FLORIDA

By: 

SCOTT A. MULCAHY, Sr.
Vice-President – Florida Network Operations

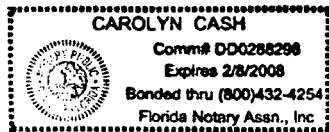

_____, Secretary

(CORPORATE SEAL)

Date: 5/11/2007

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that, on this 11th day of MAY, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SCOTT A. MULCAHY, Sr., and _____, Vice President – Florida Network Operations and Secretary, respectively, of BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT & T, FLORIDA, a Georgia corporation authorized to do business in the State of Florida, who is personally known to me or who has produced PERSONALLY KNOWN as identification. They acknowledged before me that they executed the foregoing instrument as such offices in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.




Print Name CAROLYN CASH

Notary Public in and for the County
and State Aforementioned

My commission expires: 2/8/2008

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

CARLTON D. HENLEY, Chairman

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

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____
2007, regular meeting.

County Attorney
AHS/dre

05/09/07

P:\Users\Kennedy\My Documents\Agreements\BellSouth Subordination Agreement Air II PARCEL 108.doc

R/W PARCEL NO. 108
TAX I.D. NUMBER: 02-20-30-300-0310-0000

LEGAL DESCRIPTION

That portion of lands described in O.R. Book 1552, Page 2, Public Records of Seminole County, Florida and O.R. Book 2832, Page 260, Public Records of Seminole County, Florida;

Being more particularly described as follows:

A portion of Section 2, Township 20 South, Range 30 East, Seminole County, Florida, more particularly described as follows:

Commence at the Northwest corner of said Section 2; thence S.00°13'13"E. along the West line of the Northwest 1/4 of said Section 2 a distance of 666.61 feet to the South line of the North 666.60 feet of said Northwest 1/4; thence N.89°53'57"E. along said South line, 40.00 feet to the East right-of-way line of Airport Boulevard and the POINT OF BEGINNING; thence continue N.89°53'57"E. along said South line, 10.00 feet; thence S.00°13'13"E., 359.15 feet; thence S.89°46'47"W., 10.00 feet to aforesaid East right-of-way line of Airport Boulevard; thence N.00°13'13"W along said East right-of-way line, 359.17 feet to the POINT OF BEGINNING.

Containing 3592 square feet, more or less.

Certification date of surveyor August 21, 1997

EXHIBIT A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Binding Written Offers/Offers of Judgement

DEPARTMENT: County Attorney's Office

DIVISION: Property Acquisition

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Property Acquisition

Authorize binding written offers/offers of judgement for Parcel Numbers 126, 700, 706, 711, 729B, 731B, 750, 751A/B, 752, 753A/B, 754, 755, 835A/B and 848 relating to the Lake Emma Road improvement project.

District 4 Carlton D. Henley

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board authorize binding written offers/offers of judgement for Parcel Numbers 126, 700, 706, 711, 729B, 731B, 750, 751A/B, 752, 753A/B, 754, 755, 835A/B and 848 relating to the Lake Emma Road improvement project.

ATTACHMENTS:

1. Binding Written Offers/Offers of Judgment - Lake Emma Road improvement project

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: Neil Newton, Major Project Acquisition Coordinator

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, Principal Engineer/Engineering Division

DATE: May 14, 2007

RE: Lake Emma Road Improvement Project
Binding Written Offers

0541-01

This Memorandum requests authorization by the Seminole County Board of County Commissioners (BCC) to make binding first written offers as to the parcels and at the amounts set forth below:

I THE PROPERTY

The subject parcels are located on Lake Emma Road from Sand Pond Road to Longwood Hills Road. See Location Map attached as Exhibit "A".

II AUTHORITY TO ACQUIRE

The BCC adopted the Second Supplemental and Sixth Amended Resolution of Necessity No. 2007-R-29 on February 13, 2007, authorizing the acquisition of the referenced properties, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITIONS AND REMAINDERS

N/A

IV APPRAISED VALUES

The Spivey Group, Inc. completed appraisals for the referenced parcels. The County's staff appraiser reviewed and approved the appraisals.

V PROPERTY OWNERS/APPRaised VALUES

| PARCEL NOS. | PROPERTY OWNER | PROPERTY TO BE ACQUIRED | COUNTY'S APPRAISED VALUE | PROPOSED OFFER |
|--------------------|---|--------------------------------|---------------------------------|-----------------------|
| 126 | HUNTINGTON POINTE HOA, INC. | 7,045 sq. ft. | \$ 15,600.00 | \$ 23,000.00 |
| 700 | IPK, INC. | 300 sq. ft. | \$ 2,000.00 | \$ 3,200.00 |
| 706 | THE RYLAND GROUP, INC. | 219 sq. ft. | \$ 500.00 | \$ 1,700.00 |
| 711 | HIDDEN COVE PROPERTY OWNERS ASSOCIATION, INC. | 693 sq. ft. | \$ 500.00 | \$ 1,700.00 |
| 729B | LAKE MARY RESIDENCES, LLC | 725 sq. ft. | \$ 16,300.00 | \$ 21,500.00 |
| 731B | AMBASSADOR III, L.P. | 640 sq. ft. | \$ 15,800.00 | \$ 21,000.00 |
| 750 | JOHN GRIMES | 680 sq. ft. | \$ 8,100.00 | \$ 10,500.00 |
| 751A/B | JAMES AND LOIS CRAIGO | 288 sq. ft. | \$ 700.00 | \$ 1,900.00 |
| 752 | DIEGO SANTIAGO | 1,000 sq. ft. | \$ 2,300.00 | \$ 3,800.00 |
| 753A/B | MICHAEL KOTT AND SUZANNE CORNWELL | 1,193 sq. ft. | \$ 16,300.00 | \$ 21,500.00 |
| 754 | ROBERT AND ELIZBETH WITT | 300 sq. ft. | \$ 700.00 | \$ 1,900.00 |
| 755 | JOSEPH AND CINDY RUGGIERI | 2,537 sq. ft. | \$ 30,300.00 | \$ 37,500.00 |
| 835A/B | COLLAGE DESIGN AND CONSTRUCTION GROUP, INC. D/B/A THE COLLAGE COMPANIES | 7,085 sq. ft. | \$ 89,600.00 | \$ 112,500.00 |
| 848 | SUN LIFE ASSURANCE COMPANY OF CANADA | 0.615 acres/ 26,789 sq.ft | \$ 239,700.00 | \$ 265,000.00 |
| TOTAL | | | \$ 438,400.00 | \$526,700.00 |

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

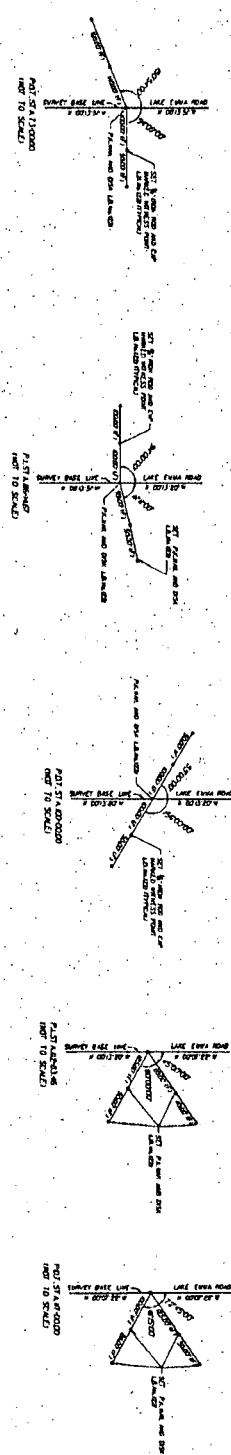
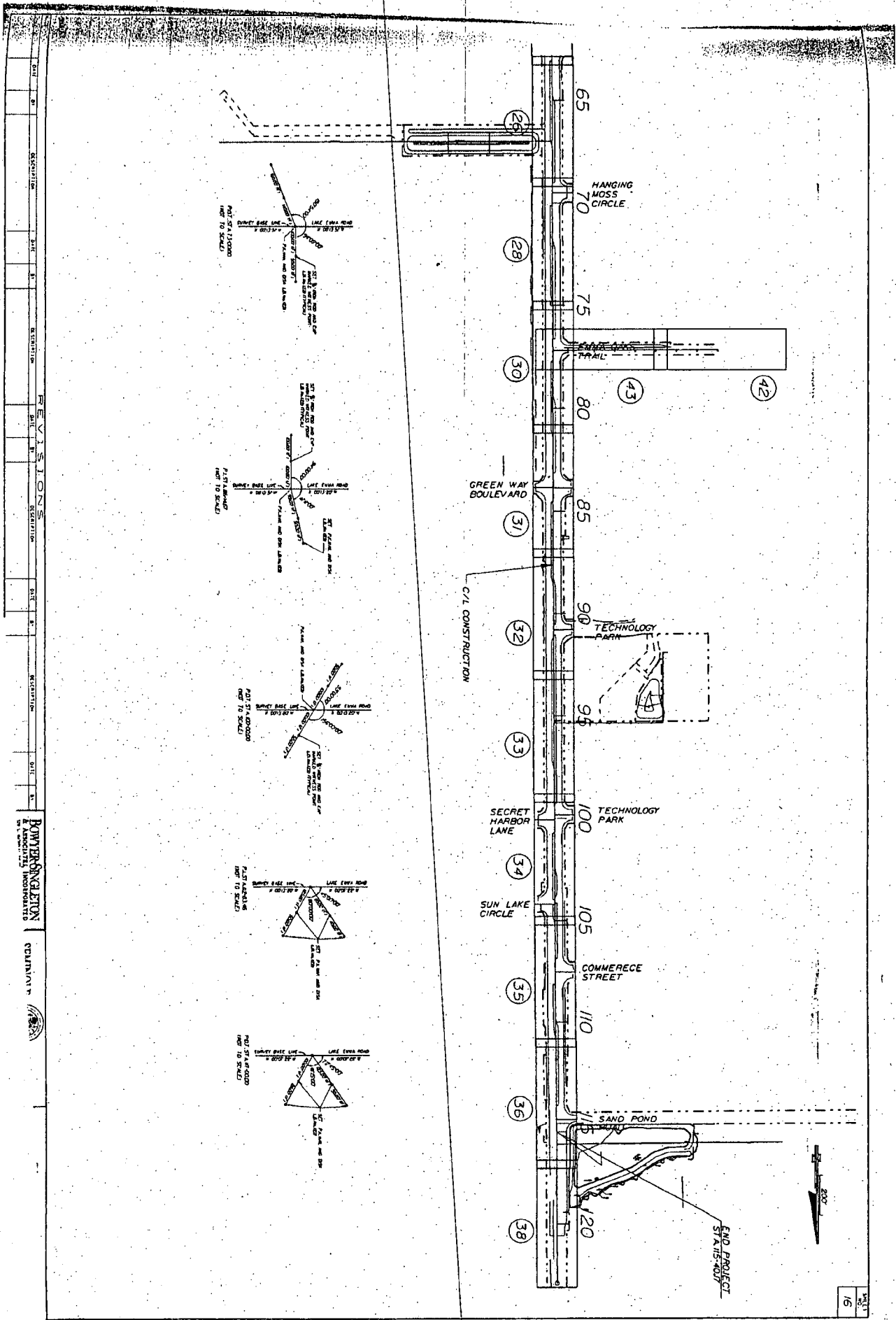
The County is required to extend a written offer to a property owner prior to filing suit to acquire property through eminent domain. The proposed binding offer amounts are over the appraised values. The written offer also acts as a limitation on attorney's fees if the property owner retains an attorney.

VII RECOMMENDATION

County staff recommends that the BCC authorize binding written offers at the amounts stated above.

NN/lpk
Attachment
Location Map

P:\Users\lkennedy\My Documents\ACQ\Lake Emma Road\AGENDA ITEM BWO.doc



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POWER ENGINEERING
CONSULTANTS
INCORPORATED

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Barnett property

DEPARTMENT: County Attorney's Office

DIVISION: Property Acquisition

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Property Acquisition

Barnett property. Approve and execute purchase agreement relating to Parcel Numbers 146/746/846 of the County Road 15 (Monroe Road) improvement project, located at 717 Monroe Road, Sanford, Florida, for \$11,400.00 with no fees or expenses incurred by the property owner.

District 5 Brenda Carey

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board approve and execute purchase agreement relating to Parcel Numbers 146/746/846 of the County Road 15 (Monroe Road) improvement project, located at 717 Monroe Road, Sanford, Florida, for \$11,400.00 with no fees or expenses incurred by the property owner.

ATTACHMENTS:

1. Barnett Property

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: Neil Newton, Major Project Acquisition Coordinator *N*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering *DVN 5-9-07*

DATE: May 7, 2007

SUBJECT: Purchase Agreement Authorization
Owners: Edgar J. Barnett and Judith H. Barnett
Parcel Nos. 146/746/846
County Road 15 (Monroe Road)

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 146/746/846. The parcels are required for the County Road 15 improvement project. The purchase price is \$11,400.00, with no fees or costs incurred by the property owner.

I THE PROPERTY

A. Location Data

The property is located along the east side of County Road 15 (Monroe Road) north of Church Street. The vacant site is currently zoned PCD, Planned Commercial Development District by Seminole County with a future land use of Higher Intensity Planned Development.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

717 Monroe Road
Sanford, FL 32771

C. Description

The parent tract is a 1.025 gross acre site, with 0.538 usable acres, irregular in shape.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 146/746/846, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The fee taking for the roadway project contains 26 square feet, identified as Parcel 146. Improvements in the fee taking include 23 square feet of sod, 3 square feet of dirt driveway and a large oak tree. The temporary construction easement, identified as Parcel 746, contains 382 square feet and is improved by 3 square feet of sod and 379 square feet of dirt driveway. Parcel 846 is a permanent easement containing 83 square feet of land.

IV APPRAISED VALUE

The County's appraised value amount is \$1,900.00. Florida Realty Analysts, Inc. prepared the County's appraisal and the County's MAI designated staff appraiser approved the report.

V BINDING OFFER/NEGOTIATIONS

On December 12, 2006, the BCC authorized a binding written offer at \$3,100.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement to purchase the needed property for \$11,400.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

Mr. and Mrs. Barnett hired eminent domain attorney, Raymer Maguire to assist them through the negotiation process. Mr. Maguire conveyed to the County the property owners' wish to be compensated for a large oak tree within the taking area and also that the property owners believed the County's valuation of the property did not reflect the current market. After lengthy discussions over several months regarding property values, valuation of the large oak tree, and the effect of the taking on the subject property, the property owners, through their representative, made a firm and final counter offer of \$11,400.00 inclusive of attorney fees and costs. This proposed settlement amount, although \$8,300.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and costs to update the appraisals on both sides will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be paid.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$11,400.00, inclusive of attorney's fees and costs.

NN/lpk

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

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**PURCHASE AGREEMENT
FEE SIMPLE, TEMPORARY CONSTRUCTION EASEMENT
AND PERPETUAL DRAINAGE EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 19th day of April, 2007, by and between EDGAR J. BARNETT and JUDITH H. BARNETT, whose address is 250 Hickory Lane, Havana, Florida 32333, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTIONS

**PARCEL NO. 146
FEE SIMPLE**

COUNTY ROAD 15

That portion of Lot 12, Birds of Paradise, according to the plat thereof, as recorded in Plat Book 9, Page 98, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 11, said Birds of Paradise; thence run South 00°19'59" East, along the West line of said Lots 11 and 12, a distance of 112.45 feet for a **POINT OF BEGINNING**; thence departing said West lot line, run North 89°51'54" East, a distance of 3.50 feet; thence run South 00°19'59" East, a distance of 7.36 feet to the South line of said Lot 12; thence run South 89°40'01" West, along said South lot line, a distance of 3.50 feet to the Southwest corner of said Lot 12; thence departing said South lot line, run North 00°19'59" West, along the West line of said Lot 12, a distance of 7.36 feet to the **POINT OF BEGINNING**.

Containing 26 square feet, more or less.

TOGETHER WITH

PARCEL NO. 746
TEMPORARY CONSTRUCTION EASEMENT

COUNTY ROAD 15

That portion of Lot 12, Birds of Paradise, according to the plat thereof, as recorded in Plat Book 9, Page 98, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 11, said Birds of Paradise; thence run South 00°19'59" East, along the West line of said Lots 11 and 12, a distance of 85.48 feet for a **POINT OF BEGINNING**; thence departing said West lot line, run North 89°40'01" East, a distance of 13.80 feet; thence run South 00°19'59" East, a distance of 27.96 feet; thence run South 89°40'01" West, a distance of 10.30 feet; thence run North 00°19'59" West, a distance of 0.98 feet; thence run South 89°51'54" West, a distance of 3.50 feet to the aforementioned West lot line; thence run North 00°19'59" West, along said West lot line, a distance of 26.97 feet to the **POINT OF BEGINNING**.

Containing 382 square feet, more or less.

And also:

PARCEL NO. 846
PERPETUAL DRAINAGE EASEMENT

COUNTY ROAD 15

That portion of Lot 12, Birds of Paradise, according to the plat thereof, as recorded in Plat Book 9, Page 98, Public Records of Seminole County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Lot 12, said Birds of Paradise; thence run South 00°19'47" East, along the East line of said Lot 12, a distance of 37.00 feet; thence departing said East lot line, run South 89°46'23" West, a distance of 4.49 feet to the East line of a Drainage Easement, as recorded in Official Records Book 4358, Page 1291, Public Records of Seminole County, Florida; thence run North 06°35'44" East, along said West line, a distance of 37.26 feet to the **POINT OF BEGINNING**.

Containing 83 square feet, more or less.

Parcel I.D. Number: 21-19-30-501-0000-0110

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property by Warranty Deed on Parcel No. 146, free of liens and encumbrances, Temporary Construction Easement on Parcel No. 746, and by Perpetual Drainage Easement on Parcel No. 846 unto COUNTY for the sum of ELEVEN THOUSAND AND FOUR

HUNDRED AND NO/100 DOLLARS (\$11,400.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from date of commencement of construction of the County Road 15 project and a Permanent Easement. See Exhibit A attached, Temporary Construction Easement and Exhibit B attached, Permanent Drainage Easement.

(b) COUNTY shall only be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER, may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(j) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(k) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(l) That this Agreement is based on Seminole County's project specifications attached hereto as composite Exhibit "C" and as said plans relate to Parcel No. 146 and the remainder being implemented by Seminole County. Accordingly, if the project is not so implemented, Edgar J. and Judith H. Barnett shall have the same remedies as would have been afforded to her had the case been resolved by verdict with said plans and specifications having been made a part of the record at trial. *Central & Southern Florida*

Flood Control District v. Wye River Farms, Inc., 297 So.2d 323, 329 (Fla. 4th DCA 1974); *cert. denied* 310 So.2d 745 (Fla. 1975) (if a project is not constructed in accordance with plans and specifications received in evidence, the remedy of the landowner is to come back into court and claim additional damages).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

[Signatories on Page 5]

WITNESSES:

Robert M. Hollingsworth
SIGNATURE

Robert M. Hollingsworth
PRINT NAME

Nell Hollingsworth
SIGNATURE

Nell Hollingsworth
PRINT NAME

Robert M. Hollingsworth
SIGNATURE PRINT NAME

Robert M. Hollingsworth
PRINT NAME SIGNATURE

Nell Hollingsworth
SIGNATURE

Nell Hollingsworth
PRINT NAME

ATTEST:

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

PROPERTY OWNER:

Edgar J. Barnett
EDGAR J. BARNETT

Judith H. Barnett
JUDITH H. BARNETT

ADDRESS: 250 Hickory Lane
Havana, FL 32333

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

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

County Attorney

EXHIBIT A

PARCEL NO. 746
TEMPORARY CONSTRUCTION EASEMENT
COUNTY ROAD 15
EDGAR J. BARNETT AND JUDITH H. BARNETT

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, MAJOR PROJECT ACQUISITION COORDINATOR
COUNTY ATTORNEY'S OFFICE
1101 E. FIRST STREET
SANFORD, FL 32771

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ____ day of _____, 2007, between EDGAR J. BARNETT and JUDITH H. BARNETT, whose address is 250 Hickory Lane, Havana, Florida 32333, hereinafter referred to as GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction of the County Road 15 road improvement project, to enter upon the following described lands:

PARCEL NO. 746

COUNTY ROAD 15

TEMPORARY CONSTRUCTION EASEMENT

That portion of Lot 12, Birds of Paradise, according to the plat thereof, as recorded in Plat Book 9, Page 98, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 11, said Birds of Paradise; thence run South 00°19'59" East, along the West line of said Lots 11 and 12, a distance of 85.48 feet for a **POINT OF BEGINNING**; thence departing said West lot line, run North 89°40'01" East, a distance of 13.80 feet; thence run South 00°19'59" East, a distance of 27.96 feet; thence run South 89°40'01" West, a distance of 10.30 feet; thence run North 00°19'59" West, a distance of 0.98 feet; thence run South 89°51'54" West, a distance of 3.50 feet to the aforementioned West lot line; thence run North 00°19'59" West, along said West lot line, a distance of 26.97 feet to the **POINT OF BEGINNING**.

Containing 382 square feet, more or less.

Parcel I.D. Number: 21-19-30-501-0000-0110

for the purpose of tying in and harmonizing the elevation of said property with the construction to be undertaken by the GRANTEE on the County Road 15 road improvement project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, at, or upon the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than five (5) years from date of commencement of construction of the County Road 15 road improvement project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

WITNESSES:

PROPERTY OWNER

SIGNATURE

EDGAR J. BARNETT

PRINT NAME

SIGNATURE

PRINT NAME

SIGNATURE

JUDITH H. BARNETT

PRINT NAME

SIGNATURE

ADDRESS: 250 Hickory Lane
Havana, FL 32333

PRINT NAME

[ATTESTATION CONTINUED ON FOLLOWING PAGE]

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that, on this _____ day of _____, 200____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edgar J. Barnett and Judith H. Barnett, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they have executed the foregoing instrument.

Print Name _____

Notary Public in and for the County
and State Aforementioned

My commission expires. _____

SAMPLE

EXHIBIT B

PARCEL NO. 846
PERMANENT DRAINAGE EASEMENT
COUNTY ROAD 15
EDGAR J. BARNETT AND JUDITH H. BARNETT

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, MAJOR PROJECT ACQUISITION COORDINATOR
COUNTY ATTORNEY'S OFFICE
1101 E. FIRST STREET
SANFORD, FL 32771

PERPETUAL DRAINAGE EASEMENT

THIS PERMANENT DRAINAGE EASEMENT is made and entered into this _____ day of _____, 2007, by and between EDGAR J. BARNETT and JUDITH H. BARNETT, whose address is 250 Hickory Lane, Havana, Florida 32333, hereinafter referred to as the GRANTORS, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

WITNESSETH

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTORS do hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual and permanent easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, over, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

PARCEL NO. 846
PERPETUAL DRAINAGE EASEMENT

COUNTY ROAD 15

That portion of Lot 12, Birds of Paradise, according to the plat thereof, as recorded in Plat Book 9, Page 98, Public Records of Seminole County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Lot 12, said Birds of Paradise; thence run South 00°19'47" East, along the East line of said Lot 12, a distance of 37.00 feet; thence departing said East lot line, run South 89°46'23" West, a distance of 4.49 feet to the East line of a Drainage Easement, as recorded in Official Records Book 4358, Page 1291, Public Records of Seminole County, Florida; thence run North 06°35'44" East, along said West line, a distance of 37.26 feet to the **POINT OF BEGINNING**.

Containing 83 square feet, more or less.

Parcel I.D. Number: 21-19-30-501-0000-0110

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTEE herein 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 or maintenance of the drainage or any structures installed thereon by the GRANTEE and its assigns, and the GRANTORS, their successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said right-of-way that may interfere with the location, excavation, operation or maintenance of the drainage or any structures 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.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals, the day and year first above written.

WITNESSES:

PROPERTY OWNER:

SIGNATURE

EDGAR J. BARNETT

PRINT NAME

SIGNATURE

PRINT NAME

SIGNATURE

JUDITH H. BARNETT

PRINT NAME

SIGNATURE

ADDRESS: 250 Hickory Lane
Havana, FL 32333

PRINT NAME

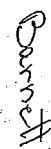
[ATTESTATION CONTINUED ON FOLLOWING PAGE]

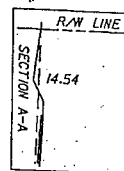
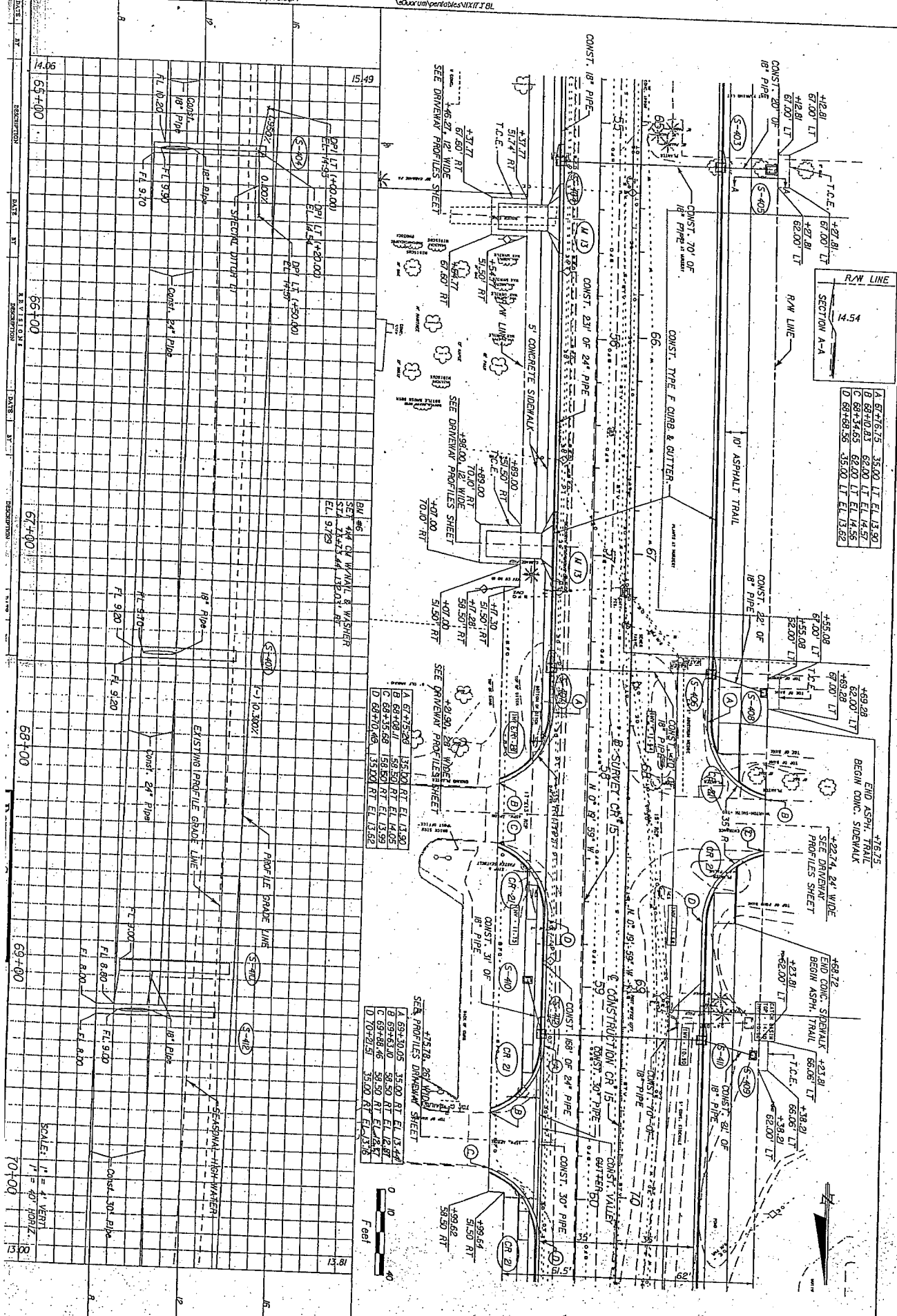
STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that, on this _____ day of _____, 200____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edgar J. Barnett and Judith H. Barnett, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they have executed the foregoing instrument.

Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____
My commission expires _____

SAMPLE



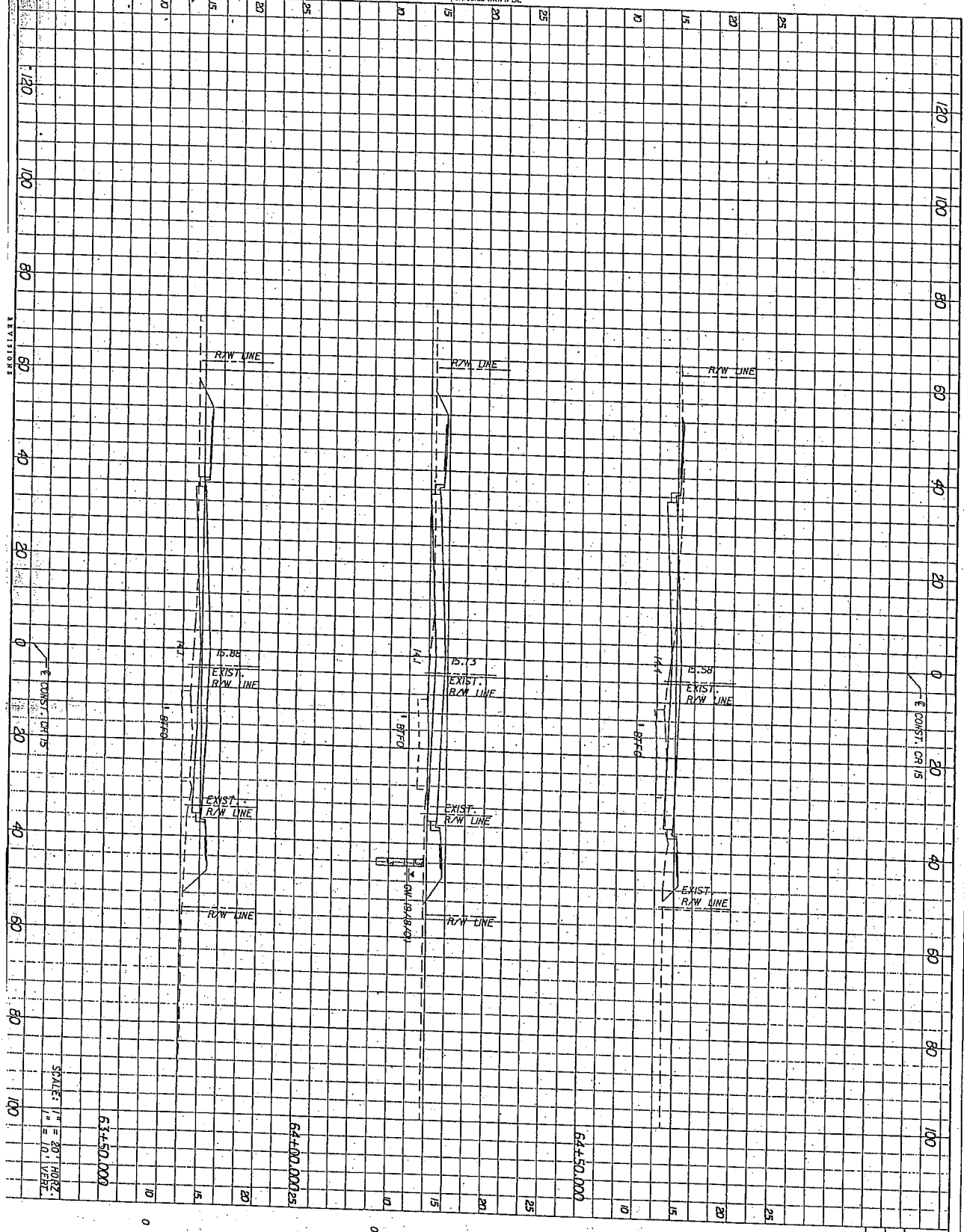


| | | | | |
|---|----------|-------|----|-----------|
| A | 67+6.75 | 35.00 | LT | EL. 13.97 |
| B | 68+10.83 | 62.00 | LT | EL. 14.57 |
| C | 68+34.65 | 62.00 | LT | EL. 14.56 |
| D | 68+68.56 | 35.00 | LT | EL. 13.82 |

| | | | | |
|---|----------|-------|----|-----------|
| A | 67+5.23 | 35.00 | RT | EL. 13.80 |
| B | 68+10.83 | 62.00 | RT | EL. 14.57 |
| C | 68+34.65 | 62.00 | RT | EL. 14.56 |
| D | 68+68.56 | 35.00 | RT | EL. 13.82 |

| | | | | |
|---|----------|-------|----|-----------|
| A | 69+10.05 | 35.00 | RT | EL. 13.44 |
| B | 69+34.00 | 62.00 | RT | EL. 14.87 |
| C | 69+68.00 | 62.00 | RT | EL. 14.87 |
| D | 69+10.05 | 35.00 | RT | EL. 13.44 |





| SHEET | | | |
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| 91 | | | |
| Subsoil | Reg. Exc. | Embankment | |
| A | V | A | V |

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| 0 | 1 | 81 | 74 |
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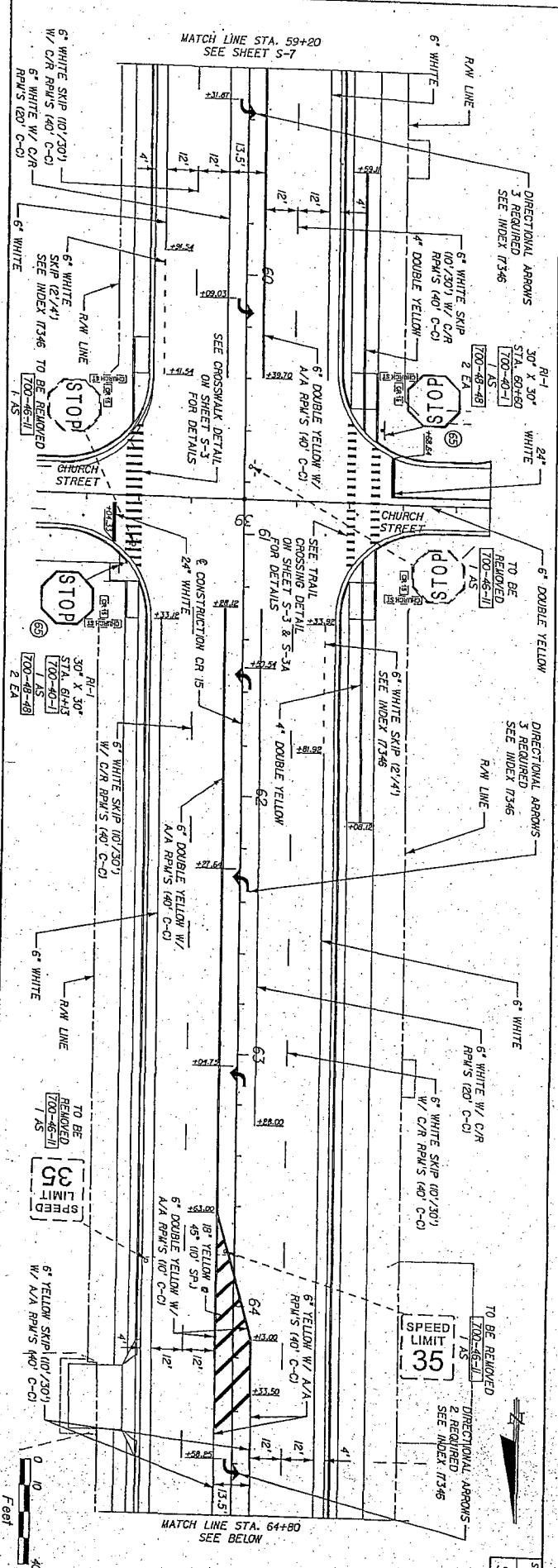


EXHIBIT C
Page 4 of 4

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BJ's Wholesale Club, Inc. property

DEPARTMENT: County Attorney's Office

DIVISION: Property Acquisition

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Property Acquisition

BJ's Wholesale Club, Inc. property. Approve and execute purchase agreement relating to Parcel Numbers 145A/145B/745 of the County Road 15 (Monroe Road) improvement project, located at 450 Monroe Road, Sanford, Florida, for \$88,000.00 with no fees or expenses incurred by the property owner.

District 5 Brenda Carey

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board approve and execute purchase agreement relating to Parcel Numbers 145A/145B/745 of the County Road 15 (Monroe Road) improvement project, located at 450 Monroe Road, Sanford, Florida, for \$88,000.00 with no fees or expenses incurred by the property owner.

ATTACHMENTS:

1. BJ's Wholesale Club, Inc. property

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: Neil Newton, Major Project Acquisition Coordinator *N*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering *Duff 5-9-07*

DATE: May 9, 2007

SUBJECT: Purchase Agreement Authorization
Owners: BJ's Wholesale Club, Inc.
Parcel Nos. 145A/145B/745
County Road 15 (Monroe Road)

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 145A/145B/745. The parcel is required for the County Road 15 improvement project. The purchase price is \$88,000.00, with no fees or costs incurred by the property owner.

I THE PROPERTY

A. Location Data

The property is located along the east side of N. Elder Road, the south side of Narcissus Avenue, the north side of W. State Road 46 and the west side of County Road 15 (Monroe Road) in Seminole County. The retail commercial site is zoned PCD, Planned Commercial Development with Higher Intensity Planned Development – Target Industry.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

4278 W. State Road 46
Sanford, FL 32771

C. Description

The parent tract is a 16.4297 gross acre site, with 11.4297 usable acres, irregular in shape, and improved with an 110,979 square foot wholesale commercial warehouse building and parking area.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 145A/145B/745, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The fee taking for the roadway project is 2,144 square feet (Parcel 145A) and 1,327 square feet (Parcel 145B) along with a temporary construction easement containing 265 square feet (Parcel 745). The parent tract will be reduced from 11.43 usable acres to 11.35 usable acres. Improvements within the taking area include pavement, curbing, signage, landscaping, irrigation and a light pole.

IV APPRAISED VALUE

The County's appraised value amount is \$59,800.00 (\$29,400, Parcel 145A; \$28,600 Parcel 145B; and \$1,800 Parcel 745). Florida Realty Analysts, Inc., prepared the County's appraisal and the County's MAI designated staff appraiser approved the report.

V BINDING OFFER/NEGOTIATIONS

On October 10, 2006, the BCC authorized a binding written offer at \$73,000.00 (\$35,000, Parcel 145A; \$36,000 Parcel 145B; and \$2,000 Parcel 745). Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for \$88,000.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

BJ's Wholesale Club, Inc.'s corporate attorney, Dick Doran, dealt directly with the County's acquisition agent through the negotiation process. Mr. Doran conveyed concern over the valuation of the property, including improvements, and concern regarding access to the property during the construction period. County officials made assurances that access would remain open through construction. After lengthy discussions over several months regarding property values, access issues and effect of the taking on the subject property, BJ's Wholesale Club, Inc., through their representative, made a firm and final counter offer of \$88,000.00. There are no attorney fees nor any other costs associated with this settlement. This proposed settlement

amount, although \$15,000.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. If this property proceeds to condemnation, litigation costs and costs to update the appraisals on both sides will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be paid. The property owners have not hired an attorney or experts, the costs for which the County would be obligated to pay.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$88,000.00, with no fees or expenses incurred by the property owners.

NN/lpk

Attachments:

Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

P:\Users\lkennedy\My Documents\ACQ\IC 15\BJs 145A 145B 745 Agenda item.doc

**PURCHASE AGREEMENT
FEE SIMPLE/TEMPORARY CONSTRUCTION EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 23 day of April, 2007, by and between BJ'S WHOLESALE CLUB, INC., whose address is One Mercer Road, Natick, Massachusetts 01750-9601, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTIONS -

**PARCEL NOS. 145A AND 145B
FEE SIMPLE**

COUNTY ROAD 15

PART A

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, as recorded in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 609.50 feet for a **POINT OF BEGINNING**; thence continue North 89°58'30" East, a distance of 21.91 feet to the Westerly maintained right-of-way line of County Road 15, according to Map Book 3, Page 8, Public Records of Seminole County, Florida; thence along said Westerly maintained right-of-way line the following (2) two courses and distances; South 01°18'16" East, a distance of 79.43 feet; South 00°37'01" East, a distance of 14.49 feet; thence departing said Westerly maintained right-of-way line, run

South 89°58'30" West, a distance of 23.62 feet; thence run North 00°09'31" West, a distance of 93.90 feet to the **POINT OF BEGINNING**.

Containing 2,144 square feet more or less.

AND ALSO:

PART B

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, as recorded in Official Records Book 4316, Page 1707, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 604.15 feet for a **POINT OF BEGINNING**; thence continue North 89°58'30" East, a distance of 5.35 feet; thence South 00°09'31" East, a distance of 93.90 feet; thence South 89°58'30" West, a distance of 16.50 feet; thence run North 00°09'31" West, a distance of 54.06 feet; thence North 15°29'01" East, 41.34 feet to the **POINT OF BEGINNING**.

Containing 1,327 square feet more or less.

TOGETHER WITH

**PARCEL NO. 745
TEMPORARY CONSTRUCTION EASEMENT**

COUNTY ROAD 15

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 631.42 feet; thence run South 15°29'01" West, a distance of 41.34 feet; thence run South 00°09'31" East, a distance of 2.60 feet for a **POINT OF BEGINNING**; thence continue South 00°09'31" East, a distance of 30.83 feet; thence run South 89°50'29" West, a distance of 8.60 feet; thence run North 00°09'31" West, a distance of 30.83 feet; thence run North 89°50'29" East, a distance of 8.60 feet to the **POINT OF BEGINNING**.

Containing 265 square feet more or less.

Parcel I.D. Number: 16-19-30-5AC-0000-0980

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property of the above referenced project by Warranty Deed on Parcel Nos. 145A/145B, free of liens and encumbrances, and by Temporary Construction Easement on Parcel No. 745 unto COUNTY for the sum of EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$88,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (3) years from date of commencement of construction of the County Road 15 project. See Exhibit A attached, Temporary Construction Easement.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER and COUNTY each covenant to the other that to the best of their respective knowledge that there are no real estate commissions due to any licensed real estate broker, and OWNER and COUNTY each further agree to defend and indemnify the other against and pay any valid claims made on account of the foregoing representation being materially incorrect.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. The land shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(d) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(e) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void upon written notice of such abandonment from COUNTY to OWNER.

(f) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute commercially reasonable and customary instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY'S condemnation proceedings in any way. The OWNER may however, assert OWNER'S rights against other claimants in apportionment proceedings.

(g) The COUNTY shall be solely responsible for all of COUNTY'S activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

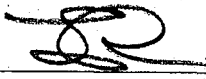
(h) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

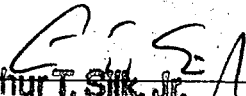
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.


SIGNATURES ON FOLLOWING PAGE:

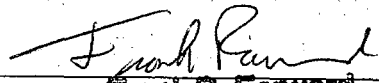
ATTEST:

BJ'S WHOLESALE CLUB, INC.



By: 
Arthur T. Silk, Jr.
SVP and Treasurer



By: 
Frank D. Forward
Executive Vice President

(CORPORATE SEAL)

Date: April 23, 2007

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board of
of County Commissioners at its _____,
2007, regular meeting.

County Attorney

PARCEL NO. 745
TEMPORARY CONSTRUCTION EASEMENT
OWNER - BJ'S WHOLESALE CLUB, INC.
COUNTY ROAD 15

THIS INSTRUMENT PREPARED BY:

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, between, BJ'S WHOLESALE CLUB, INC., whose address is One Mercer Road, Natick, Massachusetts 01750-9601, hereinafter referred to as GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction of the County Road 15 road improvement project, to enter upon the following described lands:

PARCEL NO. 745
TEMPORARY CONSTRUCTION EASEMENT

COUNTY ROAD 15

That portion of Lot K, W. Beardall's Map of St. Joseph's, according to the Plat Book 1, Page 114, Public Records of Seminole County, Florida; being more particularly described as follows:

Commence at the Northwest corner of said Lot K, W. Beardall's Map of St. Joseph's; thence South 00°08'32" East, along the West line of said Lot K, a distance of 307.30 feet; thence departing said West lot line, North 89°58'30" East, a distance of 631.42 feet; thence run South 15°29'01" West, a distance of 41.34 feet; thence run South 00°09'31" East, a distance of 2.60 feet for a **POINT OF BEGINNING**; thence continue South 00°09'31" East, a distance of 30.83 feet; thence run South 89°50'29" West, a distance of 8.60 feet; thence run North 00°09'31" West, a distance of 30.83 feet; thence run North 89°50'29" East, a distance of 8.60 feet to the **POINT OF BEGINNING**.

Containing 265 square feet more or less.

Parcel I.D. Number: **16-19-30-5AC-0000-0980**

for the purpose of tying in and harmonizing the elevation of said property with the construction to be undertaken by the GRANTEE on the County Road 15 road improvement project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, at, or upon the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than three (3) years from the date of construction of the County Road 15 project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

ATTEST:

BJ'S WHOLESALE CLUB, INC.

_____ By: _____

_____ By: _____

(CORPORATE SEAL)

Date: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that, on this _____ day of _____, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____ as _____ and _____, respectively, of BJ'S WHOLESALE CLUB, INC., a corporation organized under the laws of the State of Delaware, who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____
My commission expires: _____

**PUBLIC DISCLOSURE ACT EXEMPTION AFFIDAVIT
(Corporate-Exempt)**

Project: CR 15
Parcel No.: 145A/B, 745
County: Seminole

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX**

The undersigned Arthur T. Silk, Jr. and Frank D. Forward of BJ's Wholesale Club, Inc., whose address is One Mercer Road, Natick, MA 01760, holding title to various real properties in the State of Florida, hereby certify that the stock of said corporation is registered with the Federal Securities Exchange Commission or with the State of Florida Department of Banking and Finance, pursuant to *Chapter 517, Florida Statutes*, or with both agencies, and said stock is currently for sale to the general public. Deponent files this Affidavit for the purpose of claiming an exemption for said corporation from the disclosure requirements of *Section 286.23, Florida Statutes*.

In the event the corporate stock should cease to be registered as stated herein, the undersigned agrees to promptly notify Seminole County, Florida.

BJ'S WHOLESALE CLUB, INC.

By: [Signature]
Name: Arthur T. Silk, Jr.
Title: SVP and Treasurer

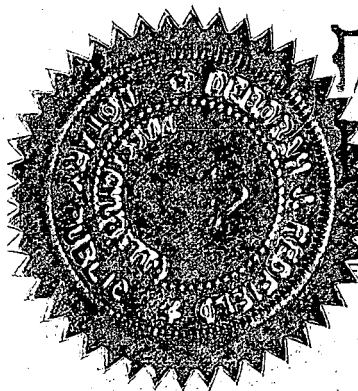
By: [Signature]
Name: Frank D. Forward
Title: Executive Vice President

(CORPORATE SEAL)

Address: One Mercer Road, Natick, MA 01760
Date: April 24, 2007

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX**

I HEREBY CERTIFY that, on this 24th day of April, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Arthur T. Silk, Jr. and Frank D. Forward, as SVP and Treasurer and Executive Vice President, respectively, of BJ's Wholesale Club, Inc., a corporation organized under the laws of the State of Delaware, who are personally known to me. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



[Signature]
DEBORAH J. REDFIELD
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sep 26, 2008
Print Name Deborah J. Redfield
Notary Public in and for the County and State Aforementioned
My commission expires: _____

BY CORPORATIONS CLAIMING EXEMPTION FOR THE REASON THAT CORPORATE STOCKS ARE WITH THE FEDERAL SECURITIES EXCHANGE COMMISSION OR REGISTERED WITH FLORIDA BANKING AND FINANCE PURSUANT TO CHAPTER 517, FLORIDA STATUTES.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure/Payroll Lists; Satisfaction of Lien; and BCC Minutes

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: April Boswell

CONTACT: Elizabeth Gaussart

EXT:

MOTION/RECOMMENDATION:

Approval of Expenditure and Payroll Lists dated May 7, 14 & 21, 2007; and Payroll Approval Lists dated May 6 & 17, 2007; authorize the Chairman to execute Satisfaction of Lien; approve BCC Minutes dated May 8, 2007.

County-wide

BACKGROUND:

See attached

STAFF RECOMMENDATION:

Staff recommends the Board approve Expenditure and Payroll Lists dated May 7, 14 & 21, 2007; and Payroll Approval Lists dated May 6 & 17, 2007; authorize the Chairman to execute Satisfaction of Lien; approve BCC Minutes dated May 8, 2007.

ATTACHMENTS:

1. Clerk's Report

| |
|---|
| Additionally Reviewed By: No additional reviews |
|---|

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure/ Payroll Lists; Satisfaction of Lien; and BCC Minutes

DEPARTMENT Clerk's Office DIVISION: County Commission Records

AUTHORIZED BY Dave Godwin CONTACT: Sandy McCann EXT. 7662

Agenda Date 06-12-2007 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Lists
Authorize Chairman to executive Satisfaction of Lien
Approval of BCC Minutes dated May 8, 2007

BACKGROUND:

1. Expenditure Approval Lists dated May 7, 14 & 21, 2007; and Payroll Approval Lists dated May 6 & 17, 2007
2. Satisfaction of Lien for Cost of Prosecution for Marcos Antonio Cruz.
3. BCC Official Minutes dated May 8, 2007
4. Clerk's "Received and Filed" - for information only

| | |
|--------------|--|
| Reviewed by: | |
| Co. Att | |
| OMB | |
| Other | |
| DCM | |
| CM | |

CLERK'S REPORT
JUNE 12, 2007

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated May 7, 14 & 21, 2007; and Payroll Approval Lists dated May 6 & 17, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. SATISFACTION OF LIEN/COST OF PROSECUTION

Satisfaction of Lien for Cost of Prosecution for Marcos Antonio Cruz in the amount of \$200.

ACTION REQUESTED: Authorize Chairman to execute same.

B. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated May 8, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Certified Tennis Pro Agreement for Lauren Wolken.
2. Litigation Consultant Services Agreement for Gerson, Preston, Robinson & Company, P.A.
3. Title Opinion for Bella Vista Subdivision.
4. Maintenance Agreement and Letter of Credit in the amount of \$9,100 for the project known as Seminole Safe House.

5. Community Service Agreement for Community Based Care of Seminole, Inc. approved by the BCC on October 24, 2006.
6. Certified Tennis Pro Agreement for Brandon Pike.
7. Non-certified Tennis Pro Agreements for the following: Timothy James Walsh; Alinda Lingle Buerk; and Scott Michael Runda.
8. Memorandum from Aqua America, Inc. to Clerk of Court, re: Application for increase in water & wastewater rates in Alachua, Brevard, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties, filed with the Florida Public Service Commission.
9. Interlocal Agreement with the University of Central Florida relating to Amphibians as Water Quality Bioindicators Study.
10. Memorandum to Liz Parkhurst, Planning & Development, from Sandy McCann, Commission Records, re: outstanding P&D Documents.
11. Memorandum to Cindy Coto, County Manager, from Sandy McCann, Commission Records, re: Outstanding BCC Documents.
12. Title Opinion for Banyan Pointe Subdivision.
13. Performance Bond #B98815017259 in the amount of \$138,787.01 for the project known as Banyan Pointe.
14. Addendum to Memorandum to Liz Parkhurst, Planning & Development, from Sandy McCann, Commission Records, re: P&D Documents.
15. Development Order #07-50000007, Cliff & Lisa Ingair Guest House.
16. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution,

Delivery and Spray Easement - Burk, Hogue & Mills Office Complex.

17. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement - The Rock of Central Florida.
18. Bill of Sale accepting water system for the project known as Oviedo Professional Plaza.
19. Bill of Sale accepting water system for the project known as The Rock of Central Florida.
20. Satisfactions of Connection Fees for the projects known as Clayton Crossing Townhomes and Bear Lake Shoppes.
21. Customer Agreements for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement for the following: Northpointe Officenter Lot 2 and Seminole Community College-Heathrow Branch.
22. Conditional Utility Agreements for water and sewer service with Goodwill Industries of Central Florida, Inc., for the project known as Lot 3 Sunshadow Commercial Subdivision.
23. Conditional Utility Agreements for Potable and Reclaimed Water and Sewer Service with Swanlea, Inc., for the project known as Venetian Gardens.
24. Conditional Utility Agreements for water and sewer service with Pinecrest Development, Inc. for the project known as The Colony @ Chase Groves.
25. Bill of Sale accepting off-site water and sewer system for the project known as Safe House of Seminole County.

26. Letter of Credit #31 9921 in the amount of \$1,634,618.70 for the project known as the Preserve at Lake Charm.
27. Notices of applications to amend water certificates from Utilities, Inc. for the following: Oakland Shores; Crystal Lake; Philips; and Park Ridge.
28. Memorandum to Ann Colby, Assistant County Attorney, from David Shields, Assistant County Attorney, requesting Basic Service Agreement for Parcel Nos. 112/712, CR 15 (Lake Monroe Road), with services to be provided by Gary R. Gerson, CPA, Business Valuation Services.
29. Work Order #4 to PS-1529-06.
30. Work Orders #24, #25, #26 & #27 to PS-5174-04.
31. CC-1907-07 Agreement for Twin Pines/Baker Avenue Improvements, Sunshine Building and Development Corporation.
32. Work Order #17 to CC-1188-02.
33. Work Order #15 to PS-0381-06.
34. First Amendment to RFP-0225-05.
35. Work Order #4 to RFP-4196-03.
36. Amendment #1 to Work Order #10 to PS-5144-03.
37. Work Order #8 to RFP-0778-06.
38. Work Order #5 to M-485-05.
39. Work Order #71 to PS-5165-04.
40. Work Order #7 to CC-1075-06.
41. Amendment #1 to Work Order #11 to PS-0381-06.

42. Change Order #1 to CC-1422-06.
43. M-2094-07 Basic Contract, Urban Dynamics Corporation.
44. Work Order #3 to PS-0977-06.
45. Work Order #15 to PS-5175-04.
46. Amendment #1 to Work Order #40 to PS-5165-04.
47. Work Order #3 to PS-5189-05.
48. Change Order #1 to Work Order #3 to CC-0023-05.
49. Amendment #1 to Work Order #14 to PS-5175-04.
50. Certificate of Completion for Work Order #51 to CC-1262-05.
51. Certificate of Completion for Work Order #17 to CC-1262-05.
52. Work Order #5 to PS-5169-04.
53. Change Order #1 to CC-1449-06.
54. Amendment #3 to RFP-4147-02.
55. Work Order #35 to CC-1267-05.
56. Work Order #8 to CC-1075-06.
57. Work Order #5 to CC-1075-06.
58. Maintenance Bond #17-25-28 in the amount of \$4,531.28 for the project known as Alaqua Lakes Phase 8.
59. Work Order #46 to PS-5120-02.
60. Amendment #2 to RFP-600094-06.

61. RFP-600171-07 Contract for County-wide Landscape Installation, Concepts in Greenery, Inc.
62. RFP-600171-07 Contract for County-wide Landscape Installation, Cato Environmental Services, Inc.
63. Certificate of Completion for CC-1221-03, APAC-Southeast, Inc.
64. Amendment #3 to RFP-4152-02.
65. Work Order #47 to PS-5120-02.
66. Executive Order #2 declaring Local State of Emergency re: current wildfires in or near Seminole County.
67. Work Order #18 to PS-566-00.
68. Planning Funding Agreement for 800 Mhz Rebanding Consulting Engineering and Project Management, Televate, LLC.
69. Jobs Growth Incentive Program Agreement with Dynafire, Inc. as approved by the BCC on March 14, 2006.
70. Lawyers Title Insurance Corp. Policy #A81-0266847, Corporate Warranty Deed, Temporary Construction Easement, and Amended Notice of Commencement for CR 15 (Monroe Road) Parcel Nos. 121/721A/721B, Vantage Pointe Properties.
71. Lawyers Title Insurance Corp. Policy #A81-0266846 and General Warranty Deed for CR 15 (Monroe Road) Parcel #116, Mary Byrne Ostrander.
72. Planning Funding Agreement for 800 Mhz Rebanding Reconfiguration, Nextel Operations, Inc.

73. Bids as follows: IFB-600172-07; CC-1996-07;
RFQ-600177-07; RFP-600192-07; PS-2084-07;
and CC-2009-07.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Platted Parks Maintenance and Ownership Issues

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Steve Howard

CONTACT: Meloney Lung

EXT: 5256

MOTION/RECOMMENDATION:

Staff is seeking direction from the Board regarding how to move forward on the maintenance and ownership issues of platted parks that have been identified for perpetual use by the public on a plat that was accepted by the Board of County Commissioners.

County-wide

Meloney Lung

BACKGROUND:

The Seminole County Board of County Commissioners has been identified by the Property Appraiser's Office as the owner to 20 platted parks throughout the County (see attached GIS Map of the Platted Parks); however, that does not necessarily mean that the County has fee simple title to any of the parks. Further, on all of the developers' plats, there is some reference to being dedicated for perpetual use by the public.

In the past, County staff has been requested to perform maintenance on several of the platted parks as a result of citizen complaints. Staff has referred to Florida Statute 177.081(3) which states, "When a tract or parcel of land has been subdivided and a plat thereof bearing the dedication executed by the owners of record and mortgagees having a record interest in the lands subdivided, and when the approval of the governing body has been secured and recorded in compliance with this part, all streets, alleys, easements, right-of-way, and public areas shown on the plat, unless otherwise stated, shall be deemed to have been dedicated to the public for the uses and purposes thereon stated. However, nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body."

As a result of the statute, staff has taken the position that these parks are not County-owned, therefore, maintenance is not the County's responsibility.

One contributing factor to the ownership and therefore maintenance issue, is that the Property Appraiser's Office has identified the Board of County Commissioners as the owner of all of the parks under the assumption that because the Board accepted the plat they, in turn, accepted ownership and are considered the "owners in trust".

Staff conducted a survey of Orange, Volusia, Osceola, Lake and Polk Counties in order to ascertain how they dealt with similar situations. The results are as follows:

| County | Platted Park | Ownership/Maintenance |
|---------------|---------------------|--|
| Orange | Yes | Some of the platted parks are being used as “pocket parks” and the remainder receives no maintenance. However, Orange County is listed as the owner. |
| Volusia | Yes | All platted parks have been accepted and are being utilized as parks. Volusia County is listed as the owner and conducts the maintenance. |
| Lake | Yes | Platted parks receive very little maintenance. The County has placed benches and garbage cans on some of them. Lake County is listed as the owner. |
| Osceola | No | N/A |
| Polk | Yes | Some of the platted parks are being used as “pocket parks” and the remainder receives no maintenance. Polk County is listed as the owner on all platted parks. |

Staff has consulted with the County Attorney's Office and the following options are available to the Board of County Commissioners:

1. The BCC does not accept the platted parks and they remain in a natural state with the County performing no further maintenance.
2. The BCC accepts the platted parks as County pocket parks and assumes the responsibility for the maintenance and up-keep. Leisure Services has estimated a cost of approximately \$137,500 for the initial clean-up and \$83,000 for annual maintenance (see attached Platted Parks Table). Funds were not budgeted to cover these costs and would need to be provided from General Fund Reserves. Ownership would remain with the original developers or their heirs. However, once the County begins maintaining the property, the perception may be that the County owns the property, therefore, if an unforeseen claim occurs, we could be held responsible and would have to defend our position. Funding has not been budgeted or identified for the initial clean-up and on-going maintenance. The funding issue would need to be addressed and, once decided, Leisure Services staff could amend the mowing contract and maintenance could begin immediately. The surplus process would not be an option available to the BCC since the County does not have fee simple title.

3. Should the BCC decide to try and establish fee simple title to the properties, the first step would be for the BCC to vacate the plat by resolution. Staff would then have to attempt to locate and contact the original developers, or their heirs, of each property in an attempt to obtain a transfer of title to the County. In some instances, this process may be relatively uncomplicated but in others it may be very difficult, time consuming and expensive. This process could take from three to twelve months and still not be assured of a resolution. Should the County be successful in obtaining fee simple title, the surplus process could be an option available to the BCC.

Staff is not currently maintaining any of the platted parks. With the growing season approaching, staff anticipates receiving calls from citizens. Staff is willing to evaluate alternative options should the Board direct.

STAFF RECOMMENDATION:

Staff is seeking direction from the Board regarding how to move forward on the maintenance and ownership issues of platted parks that have been identified for perpetual use by the public on a plat that was accepted by the Board of County Commissioners.

ATTACHMENTS:

1. Florida Statute
2. Location Map
3. Platted Parks Table

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

Select Year: 2004

Go

The 2004 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 177](#)
LAND BOUNDARIES

[View Entire Chapter](#)

177.081 Dedication and approval. --

(1) Prior to approval by the appropriate governing body, the plat shall be reviewed for conformity to this chapter by a professional surveyor and mapper either employed by or under contract to the local governing body, the costs of which shall be borne by the legal entity offering the plat for recordation, and evidence of such review must be placed on such plat.

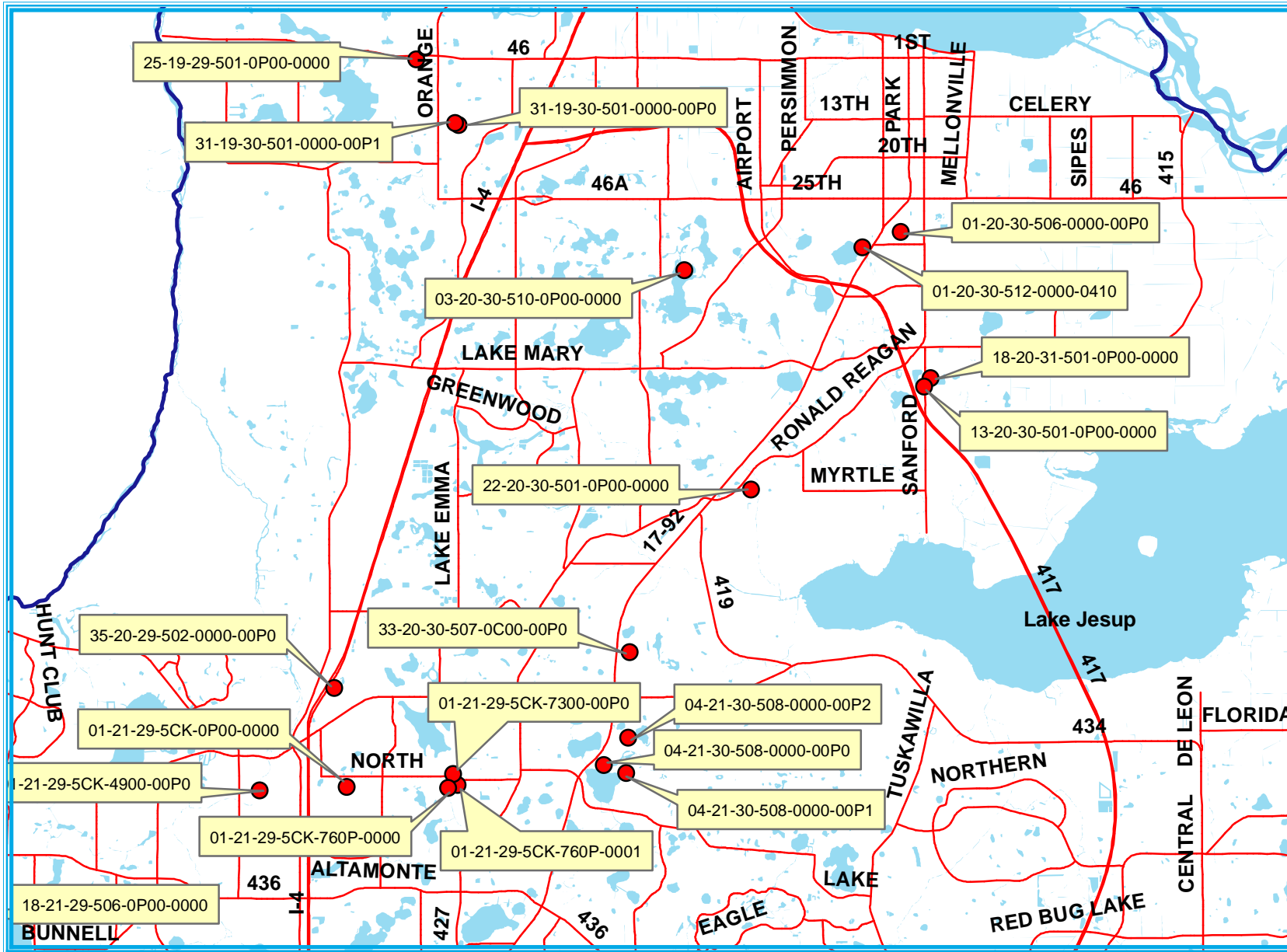
(2) Every plat of a subdivision filed for record must contain a dedication by the owner or owners of record. The dedication must be executed by all persons, corporations, or entities whose signature would be required to convey record fee simple title to the lands being dedicated in the same manner in which deeds are required to be executed. All mortgagees having a record interest in the lands subdivided shall execute, in the same manner in which deeds are required to be executed, either the dedication contained on the plat or a separate instrument joining in and ratifying the plat and all dedications and reservations thereon.

(3) When a tract or parcel of land has been subdivided and a plat thereof bearing the dedication executed by the owners of record and mortgagees having a record interest in the lands subdivided, and when the approval of the governing body has been secured and recorded in compliance with this part, all streets, alleys, easements, rights-of-way, and public areas shown on such plat, unless otherwise stated, shall be deemed to have been dedicated to the public for the uses and purposes thereon stated. However, nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.

History.--s. 1, ch. 71-339; s. 2, ch. 79-86; s. 7, ch. 98-20; s. 2, ch. 99-288.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes. Copyright © 2000-2004 State of Florida.

GIS Map of the Platted Parks



Legend

● Platted_Parks_Pt

**Seminole County
Platted Parks
As of May 15, 2007**

| Parcel # | Acres | Street Name | | Dedication | Status of Property | Initial Cleanup | Annual Maintenance |
|-------------------|-------|--------------|-----|---|---|-----------------|--------------------|
| 012030506000000P0 | 1.25 | MYRTLE | AV | Dedicated Park - Frank L Woodruffs Subd Dedicated - July 10, 1927 | Appears Completely Wooded | \$ 25,000.00 | \$ 15,000.00 |
| 01203051200000410 | 2.84 | 27TH | ST | Dedicated Druid Park/Lake Jenny - May 22, 1931 | Cleared Lot with some Woods near Lake Jenny | \$ 5,000.00 | \$ 3,000.00 |
| 0121295CK0P000000 | 2.55 | TEAGARDEN | ST | Dedicated Park-Replat of Tract 5 Sanlando Springs - May 17, 1954 | Appears Completely Wooded | \$ 50,000.00 | \$ 25,000.00 |
| 0121295CK490000P0 | 0.78 | COMMERCIAL | ST | Dedicated park - Sanlando Springs- June 7, 1926 | Appears Completely Wooded | \$ 10,000.00 | \$ 5,000.00 |
| 0121295CK730000P0 | 1.95 | NORTH | ST | Dedicated Park-LAKE SEMINOLE - September 22, 1953 | Appears to be Lake Seminole with wetlands | \$ 5,000.00 | \$ 2,500.00 |
| 0121295CK760P0000 | 3.74 | ELAINE | AV | Dedicated Park-LAKE ELAINE - September 22, 1953 | Lake Elaine and Some Surrounding Woods | \$ 10,000.00 | \$ 3,000.00 |
| 0121295CK760P0001 | 2.70 | NORTH | ST | Dedicated Park-LAKE PHYLLIS - September 22, 1953 | Lake Phyllis with FP & L Powerline Easement | \$ 5,000.00 | \$ 3,000.00 |
| 0320305100P000000 | 8.93 | CRYSTAL | DR | Dedicated Park/Rec Area - WATER - May 8, 1952 | Crystal Lake with 2 Small Wooded Areas | \$ 10,000.00 | \$ 5,000.00 |
| 042130508000000P0 | 0.11 | LAKE KATHRYN | CIR | Dedicated Park - SEMINOLE HEIGHTS - April 11, 1949 | Cleared Lot | \$ - | \$ 1,000.00 |
| 042130508000000P1 | 0.09 | LAKE KATHRYN | CIR | Dedicated Park - SEMINOLE HEIGHTS - April 11, 1949 | Cleared Lot | \$ - | \$ 1,000.00 |
| 042130508000000P2 | 0.10 | LAURA | ST | Dedicated Park - SEMINOLE HEIGHTS - April 11, 1949 | Wooded Lot | \$ 2,500.00 | \$ 2,500.00 |
| 1320305010P000000 | 0.05 | SANFORD | AV | Park - August 13, 1926 | Wooded Lot | \$ 2,500.00 | \$ 2,500.00 |
| 1820315010P000000 | 0.04 | HIGH | WAY | Dedicated Park - July 5, 1926 | Wooded Lot | \$ 2,500.00 | \$ 2,500.00 |
| 1821295060P000000 | 0.20 | FLORAL | WAY | Dedicated Park - January 8, 1956 | Cleared Lot | \$ - | \$ 1,000.00 |
| 2220305010P000000 | 0.09 | BRYANT | AV | Dedicated Park in Midway Park Subd - April 2, 1926 | Cleared Lot | \$ - | \$ 1,000.00 |
| 2519295010P000000 | 0.12 | FOREST | AV | Dedicated Park - June 27, 1930 | Wooded Lot | \$ 2,500.00 | \$ 2,500.00 |
| 311930501000000P0 | 0.22 | EMMETT | AVE | Dedicated Park - October 17, 1929 | Wooded Lot | \$ 2,500.00 | \$ 2,500.00 |
| 311930501000000P1 | 0.66 | SYLVAN | AV | Dedicated Park - October 17, 1929 | Wooded Lot | \$ 2,500.00 | \$ 2,500.00 |
| 3320305070C0000P0 | 0.78 | DELANY | DR | Dedicated Park@Delany Dr & Lk Lucerne Cir - April 25, 1956 | Mostly Cleared Lot Some Trees | \$ 2,500.00 | \$ 2,500.00 |
| 352029502000000P0 | 0.81 | LAKE OAKS | BL | Dedicated Park-ACORN LAKE - December 22, 1953 | Appears to be Lake Acorn | \$ - | \$ - |
| | | | | | | \$ 137,500.00 | \$ 83,000.00 |

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Jobs Growth Incentive and Business Retention Project - Agreement with Invacare Corp. for \$112,500 and Interlocal Agreement with the City of Sanford (City committing \$56,250 to support the project)

DEPARTMENT: Economic Development

DIVISION: Operations

AUTHORIZED BY: William McDermott

CONTACT: Sabrina O'Bryan

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Jobs Growth Incentive Agreement between Seminole County and Invacare Florida Corporation in the amount of \$112,500; and approve and authorize the chairman to execute an interlocal agreement with the City of Sanford regarding the City's contribution in the amount of \$56,250.

District 5 Brenda Carey

Sabrina O'Bryan

BACKGROUND:

Invacare Corporation is an industry leader in home medical products, manufacturing and distributing to approximately 15,000 independent home medical equipment providers. Invacare continuously strives to improve and expand their existing product lines. Invacare is headquartered in Elyria, Ohio and has plants throughout the US, Australia, Canada, China, Denmark, Germany, France, Mexico, New Zealand, Portugal, Sweden, Switzerland and the UK.

Invacare Florida Corporation, located in Sanford, FL, is the second largest Invacare manufacturing plant in the US. This facility manufactures home medical products such as home medical beds and respiratory products for example oxygen concentrators. In an effort to prevent the closing of the facility at the local level, the company has implemented several lean manufacturing techniques and has redesigned the production space to accommodate a new institutional furniture product line. The potential expansion project will result in various site improvements and a capital investment of \$1,265,000.

The closing of the facility would result in the loss of 311 jobs. The proposed expansion will result in the creation of 50 new jobs, for a minimum of two years, earning an average salary of \$29,754 per year. The salary is 80.5% of the county's average annual income. The Jobs Growth Incentive Agreement, in the amount of \$100,000, will assist funding the 50 new jobs being created; \$12,500 from the training grant program associated with the JGI will assist to provide training on the new product line, therefore, bringing the project total to \$112,500 or \$2,250 per new job. There are sufficient funds available in the Jobs Growth Incentive Trust Fund to cover the request.

The City of Sanford has agreed to participate in the expansion and is scheduled to hear the item and approve 50% of the project incentive at their June 11, 2007 Commission meeting. The City of Sanford has asked the County to provide oversight to the agreement, details of

which are covered in the attached interlocal agreement. Staff will provide an update of the City Commission meeting at the June 12, 2007 Board meeting.

The project is consistent with stated economic development priorities of Seminole County, Metro Orlando EDC and Enterprise Florida as follows:

- Support of existing business, workforce development and target industry; and
- The job creation is consistent with the development of high value-added job opportunities within the county as stated in the JGI Ordinance, Section 1, (b).

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Jobs Growth Incentive Agreement between Seminole County and Invacare Florida Corporation in the amount of \$112,500; and approve and authorize the chairman to execute an interlocal agreement with the City of Sanford regarding the City's contribution in the amount of \$56,250.

ATTACHMENTS:

1. Return On Investment
2. Jobs Growth Incentive Agreement
3. Agreement

Additionally Reviewed By:

- ☒ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☒ County Attorney Review (Ann Colby)

| | | |
|---|--|------------------|
| Name of Company | Invacare | |
| Taxable Value/Capital Investment | | \$1,265,000 |
| Company Information: | 50 new jobs plus training | |
| Proposed Location: | 2101 E Lake Mary | |
| Incentive Award | \$112,500 Split with the City of Sanfc | \$ 56,250 |
| Taxing Entities (Ad Valorem): | Rate | Tax (\$) |
| Countywide/General Fund | 0.0049989 | \$ 6,324 |
| Countywide/Transportation | 0.0001228 | \$ 155 |
| Countywide/Debt Service | 0.0001451 | \$ 184 |
| St. Johns River Water Management District | 0.0004620 | \$ 584 |
| School Board | 0.0077530 | \$ 9,808 |
| Sanford | 0.006325 | \$ 8,001 |
| Total | | <u>\$ 25,056</u> |



| | |
|-----------------------------------|-----------------------------|
| County Only | Return of Ad Valorem |
| Seminole County/General Fund Only | 8.9 Years |
| Seminole County/All BCC Millages | 8.4 Years |



| | |
|-----------------------|-----------------------------|
| All countywide | Return of Ad Valorem |
| Countywide | 2.2 Years |

**SEMINOLE COUNTY
JOBS GROWTH INCENTIVE PROGRAM AGREEMENT
(INVACARE FLORIDA CORPORATION)**

THIS AGREEMENT is effective as of the ____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **INVACARE FLORIDA CORPORATION**, authorized to do business and doing business in the State of Florida, whose Federal Employer I.D. Number is 59-3446752 and whose address is 2101 East Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as "COMPANY".

W I T N E S S E T H:

WHEREAS, it is the policy of COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new business or encouraging the expansion of existing business within Seminole County; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from business expansion within Seminole County are beneficial to the sustained health of the local economy; and

WHEREAS, the Board of County Commissioners has determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County; and

WHEREAS, Seminole County, through its Board of County Commissioners, has enacted a Jobs Growth Incentive Ordinance and has the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, COMPANY will expand its business in Seminole County and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital investments all in accordance with COUNTY's Economic Development Strategy, COUNTY's Economic Development Element, COMPANY's Jobs Growth Incentive Grant Application, and COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY and COUNTY desire to enter into this Agreement for the purpose of giving additional assurances to COUNTY that certain expenditures by COUNTY will produce the desired economic impact in Seminole County as a result of COMPANY's activities; and

WHEREAS, COMPANY is proposing expansion and renovation of their facility at 2101 East Lake Mary Boulevard, Sanford, Florida 32773, at an approximate cost of ONE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,265,000.00), which sum represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will make the project economically viable in terms of Seminole County's economic development; and

WHEREAS, COMPANY is eligible to receive a Jobs Growth Incentive Grant from COUNTY; and

WHEREAS, COUNTY has determined that, in order to enhance and preserve the health, education, and welfare of the citizens of COUNTY, it is necessary, proper, and desirable to enter into this Agreement with COMPANY in order to enhance and sustain the economic development of Seminole County; and

WHEREAS, COUNTY finds and declares that it is in the public's best interest and serves a public purpose to award a grant and/or other assistance to COMPANY pursuant to the terms of this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

SECTION 2. DEFINITIONS.

(a) "New Permanent Jobs" means new permanent jobs made available to persons not having been previously employed by COMPANY, such jobs being established for a minimum of two (2) years and having a minimum average annual base wage, excluding all employer paid benefits, of TWENTY NINE THOUSAND SEVEN HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$29,745.00).

(b) "Project" means expansion and physical renovation of an office facility located at 2101 East Lake Mary Boulevard, Sanford, Florida 32773, to include construction and machinery and equipment

purchases totaling not less than ONE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,265,000.00).

SECTION 3. REPRESENTATIONS OF COMPANY. COMPANY hereby represents and warrants to COUNTY the following:

(a) COMPANY is duly organized and validly existing under the laws of the State of Florida and is authorized to do and is doing business in the State of Florida.

(b) COMPANY has the corporate power, authority and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by COMPANY have been duly authorized by all necessary corporate and shareholder action.


(c) COMPANY's Project Manager shall be CHRIS CARTER, Plant Operations Director or his designee.

SECTION 4. COVENANTS OF COMPANY. COMPANY hereby covenants with COUNTY to do the following:

(a) COMPANY agrees to expand its business operations in Seminole County and agrees to create and provide certain employment opportunities in Seminole County, as more specifically set forth below. COMPANY will secure its obligations relating to this Agreement by causing to be issued, in favor of COUNTY, a performance bond, letter of credit, real property lien, or other surety satisfactory to COUNTY.

(b) In consideration of approval of its application for funds under the provisions of this Agreement by COUNTY, COMPANY guarantees that fifty (50) New Permanent Jobs will be created on or before two

(2) years from the date this Agreement is approved by the Board of County Commissioners of Seminole County, Florida. The total number of Permanent New Jobs represents a COUNTY expenditure of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per Permanent New Job created, plus TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per job for job training. Said Permanent New Jobs shall be maintained for a period of at least twenty-four (24) months from date of hire. All Permanent New Jobs must be created, occupied (personnel may change) and sustained for twenty-four (24) months within a forty-eight (48) month period. Job announcements and vacancies must be advertised locally and notice must be forwarded to Workforce Central Florida and the Seminole County Community Services Department.

(c) New permanent employment means permanent jobs made available by COMPANY to persons  previously employed by COMPANY and shall be compensated at an average minimum salary of TWENTY NINE THOUSAND SEVEN HUNDRED FIFTY-FOUR AND NO/100 DOLLARS (\$29,754.00) per annum excluding all paid employee/employer fringe benefits.

(d) COMPANY agrees that the project will result in the expenditure of at least ONE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,265,000.00) of capital investment relating to the Project.

(e) COMPANY agrees that the Project will commence on or before the effective date of this Agreement and be completed within two (2) years.

(f) COMPANY shall provide written verification, satisfactory to COUNTY, demonstrating compliance with this Agreement.

(g) When the jobs have been created or capital investments have been made, COMPANY shall cause notice to be given to COUNTY and will make the documentation available for review and inspection by COUNTY.

SECTION 5. COVENANTS OF COUNTY/GRANT FUNDS.

(a) COUNTY agrees to provide COMPANY with funds to assist in the building renovation/expansion costs, purchase of new equipment and other legitimate business costs needed for the expansion of COMPANY in Seminole County in an amount not to exceed ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$112,500.00). Payments in advance shall be made upon receipt by COUNTY of a request for funds listing projected costs. Said request shall be reviewed and approved by COUNTY's Economic Development Director.

(b) COMPANY agrees to fully secure its obligations relating to this Agreement by causing to issue, in favor of COUNTY, a letter of credit, performance bond, or other surety acceptable to COUNTY.

(c) COUNTY conditions its obligation herein subject to COMPANY promptly furnishing to COUNTY evidence satisfactory to COUNTY that COMPANY has accomplished its obligations relating to the Project. Reports shall be made to COUNTY by COMPANY every twelve (12) months in a format provided by and satisfactory to COUNTY.

SECTION 6. TERM. This Agreement shall become effective upon execution by COUNTY and COMPANY and shall remain in effect through close out of this Agreement pursuant to and consistent with its terms.

SECTION 7. REPORTS.

(a) COMPANY shall provide COUNTY with reports at least every twelve (12) months beginning with the effective date of this Agreement and every twelve (12) months thereafter, or as frequently as specified by COUNTY, on forms provided by COUNTY, for the duration of the Project. These reports shall give information regarding the number of New Permanent Jobs that have been provided by the Project and of all activities affecting the implementation of this Agreement including, but not limited to, a narrative summary of progress on the Project in the report form approved by COUNTY.

(b) COMPANY shall provide to COUNTY a written annual verification, satisfactory to COUNTY in its sole discretion, of compliance by COMPANY with all agreed upon performance standards, as set forth herein, which verification must be certified by an officer of COMPANY and submitted to COUNTY. Annual verifications shall cover the entire twelve (12) month period subsequent to the effective date of this Agreement and subsequent twelve (12) month periods for a total of five (5) annual verifications. COMPANY, at its sole cost and expense, shall provide such verification to COUNTY.

SECTION 8. FORCE MAJEURE. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

SECTION 9. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and only by a document of equal dignity herewith.

SECTION 11. PUBLIC RECORDS LAW. COMPANY acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. COMPANY acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 12. RECORDS AND AUDITS.

(a) COMPANY shall maintain at its place of business all books, documents, papers, and other evidences pertaining to work performed under this Agreement. Such records shall be and remain available at COMPANY's place of business at all reasonable times during the term of this Agreement and for five (5) years after Agreement closure.

(b) COMPANY agrees that COUNTY, or its duly authorized representatives, shall have access to examine any of COMPANY's books, documents, papers, and records involving transactions related to this Agreement for five (5) years after Agreement closure. COMPANY agrees

that payments made under this Agreement shall be subject to reduction for amounts charged which are found, based on audit examination, not to constitute allowable costs.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved in writing and submission of the final invoice or until five (5) years after closure of this Agreement, whichever is sooner. COMPANY shall provide proper facilities for access to and inspection of all required records.

SECTION 13. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

County Manager
1101 E. First Street
Sanford, FL 32771

with copies to:

Seminole County Economic Development Director
1055 AAA Drive
Heathrow, FL 32746

For CONTRACTOR:

Chris Carter, Plant Operations Director
Invacare Florida Corporation
2101 E. Lake Mary Blvd.
Sanford, FL 32773

Either of the parties may change, by written notice, as provided herein, the addresses or persons for receipt of notices.

SECTION 14. INDEMNITY AND INSURANCE.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of that party and the officers, employees, and agents thereof.

(b) To the extent allowed by law, each party to this Agreement shall indemnify, save, and hold harmless the other party and all of its respective officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought and recovered against the other party to this Agreement by reason or any act or omission of the responsible party, its respective officers, agents, subcontractors, or employees in the execution of the work relating to this Agreement.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and COMPANY beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) COMPANY shall provide necessary workers' compensation coverage and unemployment compensation for its employees.

SECTOPM 15. CONFLICT OF INTEREST.

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

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

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

SECTION 16. EQUAL OPPORTUNITY EMPLOYMENT.


(a) COMPANY agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) COMPANY agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 18. EMPLOYEE STATUS.

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

(b) COMPANY assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and federal, state and local employment taxes, if any, attributable to COMPANY personnel or contractors and agrees to indemnify and hold COUNTY harmless from any responsibility for same.

(c) In performing this Agreement, COMPANY shall be acting independently, in the capacity of an independent entity and not as a

joint venture, partner, associate, employee, agent, or representative of COUNTY.

SECTION 19. NO THIRD PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

SECTION 20. NO CONTINGENT FEES.

(a) COMPANY warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for COMPANY, to solicit or secure this Agreement and that COMPANY has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for COMPANY, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) COMPANY agrees that at the time of execution of this Agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matter which adversely affects any interest or position of COUNTY. During the term of this Agreement, COMPANY shall not accept any retainer or employment from a third party

whose interest appear to be conflicting or inconsistent with those of COUNTY.

SECTION 21. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

SECTION 22. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation hereof.

SECTION 23. CONSTITUTIONAL AND STATUTORY LIMITATION ON AUTHORITY OF COUNTY. The terms and conditions of this Agreement placed upon COUNTY are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of COUNTY. Specifically, the parties acknowledge that COUNTY is without authority to grant or pledge a security interest in any of COUNTY's revenue sources or property.

SECTION 24. EVENTS OF DEFAULT/REMEDIES. For purposes of this Agreement, "Event of Default" shall mean any of the following:

(a) COMPANY shall misapply or cause the misapplication of COUNTY funds of credits received pursuant to this Agreement.

(b) Any representation or warranty made by COMPANY herein or in any statement, invoice, or certificate furnished to COUNTY in connection

with the performance of this Agreement proves to be untrue in a material respect as of the date of issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after written notice thereof to COMPANY by COUNTY.

(c) COMPANY shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to COMPANY by COUNTY; provided, however, that COUNTY may declare a lesser time period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect public health, safety, or welfare.

(d) COMPANY fails to provide to COUNTY the written verification, satisfactory to COUNTY, of its performance obligations herein.

(e) COMPANY fails to expend Grant Funds in accordance with this Agreement.



(f) COMPANY fails to create and fill the minimum number of Permanent New Jobs within the limit prescribed in this Agreement.

(g) COMPANY fails to maintain the Permanent New Jobs created for the time period required by this Agreement.

(h) COMPANY fails to maintain an average salary level for such Permanent New Jobs created equal to or greater than the per annum salary set forth in this Agreement.

(i) If, within forty-five (45) days after receiving written notice from COUNTY, an Event of Default has occurred, COMPANY shall either: (1) refund to COUNTY that amount of funds equal to TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$2,250.00) per Permanent New Job

not created pursuant to the terms of this Agreement; or (2) refund such disbursed funds which COUNTY determines have been misapplied under the terms of this Agreement, or, in the alternative, deposit such funds into the registry of the court subject to determination of COUNTY's entitlement thereto. COUNTY may proceed to assert any and all legal or equitable remedies provided by law.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be original but all counterparts shall together constitute one and the same instrument.

SECTION 26. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 27. TIME. Time is of the essence of this Agreement.

SECTION 28. SEVERABILITY OF INVALID PROVISION. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 29. ENTIRE AGREEMENT.

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

(b) No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.



End of Agreement • Signature Page Follows

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

ATTEST:

INVACARE FLORIDA CORPORATION

Signature

By: _____

Signature

Printed Name

Printed Name

Title

Title

Date: _____

(Corporate Seal)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



By: _____

CARLTON HENLEY, 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 _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
5/29/2007
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**SEMINOLE COUNTY/CITY OF SANFORD
JOBS GROWTH INCENTIVE PROGRAM FUNDING AGREEMENT
(INVACARE FLORIDA CORPORATION)**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, it is the policy of COUNTY and CITY to aggressively stimulate economic growth in Seminole County and the City of Sanford by, among other things, either attracting new business or encouraging the expansion of existing business within their respective jurisdictions; and

WHEREAS, the creation of new employment opportunities for residents of Seminole County and the City of Sanford and the increased tax revenues resulting from business expansion are beneficial to the sustained health of the local economy; and

WHEREAS, CITY and COUNTY have determined that offering a Jobs Growth Incentive Program encourages both existing business to expand and new business to locate resulting in diverse positive employment opportunities for the residents of Seminole County and the City of Sanford; and

WHEREAS, CITY and COUNTY have enacted Jobs Growth Incentive Ordinances and have the fiscal capacity to conduct and accomplish the programs relating thereto; and

WHEREAS, INVACARE FLORIDA CORPORATION, hereinafter referred to as "COMPANY", will expand its business in Seminole County and the City of Sanford and thereby create certain full-time employment opportunities at a certain average salary level and make certain capital investments all in accordance with COUNTY's Economic Development Strategy, COUNTY's Economic Development Element, COMPANY's Jobs Growth Incentive Grant Application, and COUNTY's Jobs Growth Incentive Ordinance; and

WHEREAS, COMPANY is proposing the renovation of an office facility, including new equipment, at their location in Seminole County at an approximate cost of ONE MILLION TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,265,000.00), which sum represents a significant capital investment; and

WHEREAS, the new jobs created and capital investment made by COMPANY will make the project economically viable in terms of COUNTY's and the CITY's economic development; and

WHEREAS, COMPANY is eligible to receive Job Growth Incentive Grants from COUNTY and CITY; and

WHEREAS, COUNTY and CITY find and declare that it is in the public's best interest and serves a public purpose to award a grant and/or other assistance to COMPANY pursuant to the terms of this Agreement; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement for the purpose of facilitating the payment of CITY funds to COMPANY under a Jobs Growth Incentive Grant,

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Pursuant to its Jobs Growth Incentive Program Agreement with COMPANY, COUNTY agrees to pay to COMPANY the total sum of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$112,500.00) upon COMPANY's fulfillment of certain conditions as expressed in said Agreement.

2. CITY agrees to pay to COUNTY the sum of FIFTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$56,250.00) as its portion of the Jobs Growth Incentive Grant to COMPANY. Said sum shall be paid to COUNTY no later than thirty (30) days after COUNTY's verification to CITY that COMPANY has fulfilled all conditions necessary to qualify for COUNTY's Jobs Growth Incentive Grant.

3. COUNTY agrees to provide CITY with copies of all annual reports and other documents provided to COUNTY by COMPANY pursuant to COUNTY's Agreement with COMPANY, and further, COUNTY agrees to notify CITY when COMPANY has satisfied all of its obligations to CITY and COUNTY under COUNTY's Jobs Growth Incentive Program Agreement with COMPANY.

4. In the event of COMPANY's default in its Agreement with COUNTY, all monetary recoverables shall become the sole property of COUNTY, and COUNTY shall refund fifty percent (50%) of those recoverables to CITY.

5. (a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY and CITY beyond the waiver provided for in Section 768.28, Florida Statutes.



(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

6. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

8. In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CITY as provided hereinabove.

9. (a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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

(c) Pursuant to Section 216.347, Florida Statutes, the parties hereby agree that monies received by COUNTY pursuant to this

Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

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

ATTEST:

CITY OF SANFORD

JAN DOUGHERTY, City Clerk


By: _____
LINDA KUHN, Mayor

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
 CARLTON HENLEY, Chairman
Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

County Attorney

AEC/jjr
6/1/2007

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SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Certificates of Public Convenience and Necessity Regarding Waste Collection Services

DEPARTMENT: Environmental Services

DIVISION: Solid Waste Management

AUTHORIZED BY: John Cirello

CONTACT: David Gregory

EXT: 2022

MOTION/RECOMMENDATION:

Determine that the following applicants do not meet the criteria for the issuance of Certificates of Public Convenience and Necessity for waste collection because the firms have not complied with the insurance requirements of Seminole County Code (Code) Sec. 235.52, as adopted by the Board of County Commissioners on September 26, 2006:

ACME Recycling Industries, LLC; Advanced Waste Services, LLC; Johnson and Johnson Roll Off Specialties, Inc; RMD Americas of Florida, LLC; Safety-Kleen; USA Services of Florida, Inc.; and Weeks and Weeks Waste Service, Inc., dba Maddox Waste Services; and,

Direct staff to take the necessary steps in revising certain insurance requirements in Chapter Sec. 235.5 of the Seminole County Code, as recommended by staff.

County-wide

David Gregory

BACKGROUND:

Seminole County Code Chapter 235, Part 3, requires waste collection firms to obtain Certificates of Public Convenience and Necessity (COPCN) from the Board of County Commissioners to operate waste collection services in unincorporated Seminole County. Section 235.52(g) states that if the Board determines that an applicant does not meet the criteria for the issuance of a COPCN, the Board shall make a report of its findings which shall be filed with its clerk and that a copy of the report shall be mailed to the applicant at its last known address.

On September 26, 2006, the Board adopted an ordinance amending Chapter 235. The amendment requires firms applying for waste collection COPCNs to provide proof of insurance as required in Code Sec. 235.52. The insurance coverage levels required of COPCN applicants are similar to the insurance coverage levels required of firms authorized to collect refuse in unincorporated Seminole County under the terms of their Non-Exclusive Commercial Solid Waste Collection Franchises.

Solid Waste Management Division staff have worked diligently with COPCN applicants to process applications and help these firms understand the new insurance requirements. All of the firms submitted applications for COPCNs and all of the firms did provide insurance certificates to the County. Five applicants have supplied certificates that complied with Code Sec. 235.52; however, the applicants listed in this agenda memorandum did not. Also note that eight firms have been granted Non-Exclusive Commercial Franchises to collect waste in unincorporated Seminole County.

On or about March 12, 2007, the County notified each of the firms by certified letter of the deficiencies in the submitted insurance certificates. The letter advised that if the insurance coverage issues were not resolved by April 30, 2007, a recommendation to deny the COPCN application would be sent to the Board. To date, these firms have not provided insurance certificates demonstrating full compliance with Code Sec. 235.52.

A summary addressing the specific insurance deficiencies of the listed applicants is provided in Table 1 below. A copy of "Chapter 235 Solid Waste, Section 3 Waste Certificates of Public Convenience and Necessity" containing the insurance requirements of Code Sec. 235.52 is provided as Attachment "A".

Table 1. List of Company Insurance Deficiencies

| Company | Insurance Issue |
|--|--|
| ACME Recycling Industries, LLC | General Liability does not indicate project specific, Auto does not indicate "all owned" and provider not AM Best Rated; Workers Comp – Provider not AM Best Rated |
| Advanced Waste Services, LLC | General Liability does not indicate project specific, Auto does not indicate "all owned" and provider not AM Best Rated; Workers Comp – Provider not AM Best Rated |
| Johnson and Johnson Roll Off Specialties, Inc | General Liability does not indicate project specific, Seminole County not named additional insured; Workers Comp – Provider not AM Best Rated |
| RMD Americas of Florida, LLC | General Liability does not indicate project specific; Workers Comp - Expired |
| Safety-Kleen | General Liability does not indicate project specific; Workers Comp - Provider not AM Best Rated |
| USA Services of Florida, Inc. | Workers Comp – Provider not AM Best Rated |
| Weeks and Weeks Waste Service, Inc., dba Maddox Waste Services | Workers Comp -Provider not AM Best Rated |

If the Board finds that the firms do not comply with the requirements of Code Chapter 235, the firms shall not be permitted to collect waste in unincorporated Seminole County. Copies of the pertinent sections of Table 1 along with notification of the Board's findings will be sent to each affected COPCN applicant. Any waste collection activities conducted without a COPCN is a Class II violation of County codes pursuant to Code Chapter 53. Firms may re-apply for COPCNs and resubmit proof of satisfactory insurance coverage at a later date.

In addition to recommending that the Board find that listed firms do not comply with the requirements of Code Chapter 235, staff requests that the Board provide direction for certain changes to be brought back for Board consideration at a later date. Note that none of the firms listed above are being found noncompliant solely for the reasons listed in Table 2.

Table 2. Potential modifications to Chapter 235 to be considered:

| | Current Requirement | Potential Modification | Reason |
|---|--|--|--|
| 1 | 30 days notice of termination required | Allow 10 days notice of termination for non-payment | The 10 day appears to be more appropriate for smaller firms. |
| 2 | "All Autos" covered | Allow coverage for "scheduled autos" with the requirement that the list of covered vehicles be clearly identified on the certificate. Also allow "Any auto." | Some smaller firms have had trouble obtaining "All Autos" coverage. A defined list is still protective of the County and its citizens. |
| 3 | Statement that insurance is issued in compliance with chapter 235 Seminole County Code | Allow removal of this language | Inclusion of this language has been problematic for some smaller firms. |

Staff is continuing to review applications and insurance certificates submitted by COPCN applicants in an attempt to clear-up outstanding issues. In reviewing applications, the Solid Waste Management Division, County Risk Management, and the County's Insurance Broker believe that language in Code Sec. 235.52 can be modified (as shown in Table 2) to allow some smaller firms to obtain appropriate and protective coverage.

Any changes to Code Chapter 235 will be brought back to the Board for its consideration and adoption, if the Board directs.

STAFF RECOMMENDATION:

Staff recommends that the Board Determine that the following applicants do not meet the criteria for the issuance of Certificates of Public Convenience and Necessity for waste collection because the firms have not complied with the insurance requirements of Seminole County Code (Code) Sec. 235.52, as adopted by the Board of County Commissioners on September 26, 2006:

ACME Recycling Industries, LLC; Advanced Waste Services, LLC; Johnson and Johnson Roll Off Specialties, Inc; RMD Americas of Florida, LLC; Safety-Kleen; USA Services of Florida, Inc.; and Weeks and Weeks Waste Service, Inc., dba Maddox Waste Services.

Staff also recommends amendments to Chapter 235 of the Seminole County Code and seeks Board direction to take the necessary steps in amending the insurance requirements set forth in Code Sec. 235.52, with any changes to be brought back to the Board at a later date.

ATTACHMENTS:

1. Attachment "A" - Chapter 235 Requirements Excerpt

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

Attachment "A"

Excerpt of Chapter 235 "Solid Waste" Seminole County Code, from Municode.com

PART 3. WASTE CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY

Sec. 235.51. Authority to issue Certificates of Public Convenience and Necessity.

(a) The Board reserves the authority to issue Certificates of Public Convenience and Necessity to Persons requesting certificates for Residential Collection Service and Commercial Collection Service.

(b) The Board delegates to the Director of Public Works the authority to issue Certificates of Public Convenience and Necessity other than as provided in subsection (a) above.

(Ord. No. 91-16, § 5, 11-26-91)

Sec. 235.52. Certificate of Public Convenience and Necessity.

(a) It is unlawful to Collect Waste, operate a public or private landfill, disposal facility, recycling facility, incinerator or dump in the unincorporated County without a Certificate of Public Convenience and Necessity.

(b) The County Certificate of Public Convenience and Necessity shall specifically designate the permitted Waste operations that are authorized including, but not limited to: the operation of a public or private landfill, disposal facility recycling facility, incinerator, dump, Residential Collection Service, Commercial Collection Service, or other such services as designated by the County.

(c) The County Certificate of Public Convenience and Necessity shall specifically designate the Waste types that are authorized to be handled at the permitted operation including, but not limited to: Solid Waste, Special Waste, Recyclable Material, White Goods and Furniture, Biohazardous Waste, Biological Waste, Garbage, Hazardous Waste, Infectious Waste, Sludge, Rubbish, Yard Trash (Regular and Bulk).

(d) The applicant for a Certificate of Public Convenience and Necessity shall comply with all requirements of the Seminole County Land Development Code and all other applicable rules and regulations applicable to the specific Waste operation. Applicants for landfill operations, as a condition for issuance of a Certificate of Public Convenience and Necessity, shall first apply for and receive a special exception pursuant to Section 5.104(b)(16), Land Development Code, or successor provisions.

(e) Certificates of Public Convenience and Necessity shall be issued upon a finding that:

(1) There exists a public need for the services which is not being met by holders of outstanding Certificates of Public Convenience and Necessity;

(2) Proof of ability to serve the proposed Customers of the applicant;

(3) Proof of financial responsibility;

(4) Posting of required bonds or letters of credit; and
(5) For firms requesting to operate commercial collection service, proof of insurance as described below:

(a) *General.* The Certificate of Public Convenience and Necessity (COPCN) holder shall, at the COPCN holder's own cost, procure the insurance required under this section.

(1) The COPCN holder shall furnish the Director of Environmental Services with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employers' Liability, Commercial General Liability and Business Automobile). The County, its official, officers and employees shall be additional insureds. The Certificate of Insurance shall provide that the County shall be given not less than 30 days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the COPCN holder, the COPCN holder shall provide the County with a renewal or replacement Certificate of Insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with Chapter 235 Seminole County Code and that the insurance is in full compliance with the requirements of Chapter 235 Seminole County Code; provided further, that in lieu of the statement on the Certificate of Insurance, the COPCN holder shall, at the option of the County, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with Chapter 235 Seminole County Code and that the insurance is in full compliance with the requirements herein.

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

(4) Neither approval by the County nor failure to disapprove the insurance furnished by a COPCN holder shall relieve the COPCN holder of the COPCN's full responsibility for liability, damages and accidents.

(b) *Insurance company requirements.* Insurance companies providing the insurance hereunder must meet the following requirements:

(1) Companies issuing policies, other than Workers' Compensation, must be authorized by maintaining 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. Policies for Workers' Compensation may be issued by companies authorized as a group-self-insurer by F.S. § 440.57.

(2) In addition, such companies other than those authorized by F.S. § 440.57, 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. The Business Auto Policy may be issued by companies who are members of the Florida Joint Underwriting Association in lieu of the Best's Rating.

(3) If, during the period which an insurance company is providing the insurance coverage required herein, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with F.S. § 440.57, or 3) fail to maintain the Best's Rating and Financial Size Category, the COPCN holder shall, as soon as the COPCN holder has knowledge of any such circumstance, immediately notify the County and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this section. Until such time as the COPCN Holder has replaced the unacceptable insurer with an insurer acceptable to the County, the COPCN holder shall be deemed to be in material default of its COPCN.

(c) *Specifications.* Without limiting any of the other obligations or liability of the COPCN holder, the COPCN holder shall, at the COPCN holder's 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 this section, the insurance shall become effective prior to the commencement of work by the COPCN holder and shall be maintained in force until the COPCN termination date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employers' Liability.

(A) The COPCN holder's insurance shall cover the COPCN holder and its subcontractors of every tier for those sources of liability which could 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. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for 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:

TABLE INSET:

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

(2) Commercial General Liability.

(A) The COPCN holder's insurance shall cover the COPCN holder for those sources of liability which would be covered by the latest edition of the standard General Commercial Liability Coverage Form (ISO Form CG 00 01), as filed for

use in the State of Florida, by the Insurance Services Offices, 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 COPCN holder shall maintain separate limits of coverage applicable only to the work performed hereunder. The minimum limits to be maintained by the COPCN holder (inclusive of any amounts provided by an Umbrella or Excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with amount specified for each project:

TABLE INSET:

| | LIMITS |
|--|----------------|
| General Aggregate | \$1,000,000.00 |
| Personal Injury & Advertising Limit | \$1,000,000.00 |
| General Liability Per Occurrence Bodily Injury & Property Damage | \$1,000,000.00 |

(3) Business automobile liability.

(A) The COPCN holder's insurance shall cover the COPCN 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 Service 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 COPCN holder (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 COPCN holder shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under Chapter 235 Seminole County Code. The separate aggregate limits to be maintained by the COPCN holder shall be a minimum of three 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 Automobile Liability shall be:

TABLE INSET:

| | LIMITS |
|---|----------------|
| Bodily Injury and Property Damage Liability Combined Occurrence | \$1,000,000.00 |

(d) Coverage. The insurance provided by the COPCN holder pursuant to this section shall apply on a primary basis and any other insurance or self-insurance

maintained by the County or the County's officials, officers or employees shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.

(e) *Occurrence basis.* The Workers' Compensation Policy, Commercial General Liability and the Business Auto Policy required herein shall be provided on an occurrence rather than a claims-made basis.

(f) *Obligations.* Compliance with the foregoing insurance requirements shall not relieve the COPCN holder, its employees or agents of liability from any obligations hereunder.

(f) The applicant shall make written application for a Certificate of Public Convenience and Necessity upon forms designated by the Director of Public Works and shall file the application with the Seminole County Solid Waste Division. The applicant shall furnish the following information:

(1) The present and prior names of businesses operated by the applicant, form of doing business, names of owners or stockholders holding more than five percent of the common stock, date of incorporation, number of years in business;

(2) The applicant shall state whether the owners or stockholders holding more than five percent of the common stock have operated a Waste, Solid Waste, Special Waste or Recyclable Materials business under a different form of ownership or name;

(3) The local and principal business address and telephone numbers, name of local Person responsible for operation of business;

(4) The estimated number of Customers, type of Customers (Residential, Commercial or Industrial) area to be served, map of area to be served;

(5) The number and types of vehicles, identification numbers, makes and models, body types and capacities;

(6) Copies of forms of agreement for service with the Customers;

(7) Applicants for landfill Certificates of Public Convenience and Necessity shall identify the existing or proposed site volume.

(8) A certification that the applicant is capable of performing the services applied for and is financially responsible; and

(9) Such other and further information as the Board by resolution may from time to time require on the application form.

(g) Upon the completion of its investigation and finding that the application meets the requirements of this Chapter and all resolutions promulgated hereunder, the Board shall grant a Certificate of Public Convenience and Necessity for a period which shall expire on the last day of September following the date of issuance. If the Board determines that the applicant does not meet the criteria for the issuance of a Certificate of Public Convenience and Necessity, it shall make a report of its findings which shall be filed with its clerk. A copy of the report shall be mailed to the applicant at its last known address.

(h) All contracts of holders of Certificates of Public Convenience and Necessity with Customers in the County shall be deemed to incorporate the requirements and standards of service set forth in this Chapter.

(Ord. No. 91-16, § 5, 11-26-91; Ord. No. 2006-68, § 1, 9-26-06)

Editor's note: Section 4 of Ord. No. 2006-68 provided for an effective date of Oct. 1, 2006.

Sec. 235.53. Certificate exemption.

Persons operating Residential Collection Services or Commercial Collection Services pursuant to franchise contracts with the County are exempt from obtaining Certificates of Public Convenience and Necessity from the County. This exemption is limited to the term of the Person's contract with the County.

(Ord. No. 91-16, § 5, 11-26-91)

Sec. 235.54. Certificate of Public Convenience and Necessity fees.

The Board shall establish from time to time by resolution application fees, investigation fees, issuance fees, and such other fees as it may require for the issuance of Certificates of Public Convenience and Necessity. The Board may provide for the proration of the annual certificate fee for initial Certificates of Public Convenience and Necessity.

(Ord. No. 91-16, § 5, 11-26-91)

Sec. 235.55. Records and reports by certificate holders.

(a) The holder of a Certificate of Public Convenience and Necessity shall keep and maintain such operating records as may be required by the County.

(b) The holder of a Certificate of Public Convenience and Necessity shall keep and maintain Collection and Recycled Material records as required by the County. For the purpose of this Section, the term "Collected" includes material recycled, landfilled and combusted. The holder of a Certificate of Public Convenience and Necessity shall keep and report to County, quarterly or at other times directed by County, detailed reports of Collected and Recycled Materials by weight and material type including the local and principal business address, telephone numbers and the names of local Persons responsible for the business operations of each vendor to whom Recyclable Materials are sold or otherwise marketed. The reports shall include, but not be limited to the following Collected and Recycled Material types:

- (1) Newspapers;
- (2) Glass;
- (3) Aluminum cans;
- (4) Plastic bottles;
- (5) Construction and demolition debris;
- (6) Yard Waste;
- (7) White goods;
- (8) Tires;
- (9) Other Plastics;
- (10) Ferrous metals;
- (11) Other metals (non-ferrous);
- (12) Paper; corrugated;
- (13) Paper; office;
- (14) Paper; other;

- (15) Food wastes;
- (16) Textiles;
- (17) Miscellaneous.

(c) A failure to provide reports requested by the County in a timely manner will result in the suspension or revocation of the Certificate of Public Convenience and Necessity.

(Ord. No. 91-16, § 5, 11-26-91)

Sec. 235.56. Prior approval of board of county commissioners required before change in ownership of certificate holder.

If there is a change of ownership of any kind in the holder of a Certificate of Public Convenience and Necessity, then such certificate shall be revoked unless prior approval in writing for the transfer has been obtained from the Board.

(Ord. No. 91-16, § 5, 11-26-91)

Sec. 235.57. Relinquishment and termination of service; notice required.

It is unlawful for the holder of a Certificate of Public Convenience and Necessity to relinquish his certificate and discontinue service except after giving 30 days' written notice to each of his Customers and to the County.

(Ord. No. 91-16, § 5, 11-26-91)

Sec. 235.58. Certificate suspension or revocation.

(a) After 30 days' written notice to the certificate holder and after a hearing conducted by the Board, the Board may revoke or suspend a Certificate of Public Convenience and Necessity if the holder fails to comply with the applicable provisions of this Chapter or any resolutions, rules or regulations related thereto.

(b) At a revocation or suspension hearing for a Certificate of Public Convenience and Necessity, the Person whose certificate is subject to revocation or suspension shall have the right to appear, be represented by counsel, testify, produce witnesses in his own behalf and cross-examine witnesses who appear against him.

(c) All those who testify at a Certificate of Public Convenience and Necessity revocation or suspension hearing shall be under oath.

(Ord. No. 91-16, § 5, 11-26-91)

Secs. 235.59--235.70. Reserved.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Water Conservation Ordinance

DEPARTMENT: Environmental Services

DIVISION: Water and Sewer

AUTHORIZED BY: John Cirello

CONTACT: Debbie Meinert

EXT:

MOTION/RECOMMENDATION:

Enact and authorize the Chairman to execute the Water Conservation Ordinance amending Part 5, Chapter 270 of the Seminole County Code entitled "Emergency Water Conservation Ordinance," and rescind the Emergency Water Shortage Resolution 2001-R-13; or,

Do not enact the Water Conservation Ordinance amending Part 5, Chapter 270 of the Seminole County Code entitled "Emergency Water Conservation Ordinance," and do not rescind the Emergency Water Shortage Resolution 2001-R-13; or

Continue the item to a time and date certain.

County-wide

Debbie Meinert

BACKGROUND:

The St. Johns River Water Management District (District) has responsibility and exclusive authority for regulating the consumptive uses of water. The District amended Rule 40C-2.042, Florida Administrative Code (FAC), to provide that a local government may adopt an ordinance identifying the specific two (2) days of the week when irrigation shall be allowed (Wednesday and Saturday - odd house numbers, Thursday and Sunday - even house numbers). The proposed ordinance is patterned after the St. Johns River Water Management District's model water conservation ordinance.

When the District amended Rule 40C-2.042 (FAC) it allowed the public to water any two (2) days of the week making the irrigation watering days already established by Seminole County's Emergency Water Shortage Resolution unenforceable. Attached is a draft Ordinance that substantially rewords Sections 270.251 through 270.257, and creates Sections 270.258 and 270.259 of the Seminole County Code. The District has requested inclusion of a Water Conservation Ordinance in its Requests for Additional Information issued in conjunction with the County's pending Consumptive Use Permit. Important changes proposed in the Ordinance include:

*Changes the name of the ordinance to the "Water Conservation Ordinance."

*Establishes the irrigation schedule as: even number residential addresses on Thursday and Sunday, and odd numbered residential addresses on Wednesday and Saturday, and commercial addresses on Tuesday and Friday - this is the same schedule currently in place in Seminole County.

*Certain exceptions are provided (e.g., new lawns and micro irrigation).

*Irrigation with residential reclaimed water shall follow the schedule above.

*Establishes that the ordinance will be County-wide.

*Variances from the schedule may be granted by the Environmental Services Department Director or designee.

*Authority for enforcement of the irrigation restrictions is granted to the Environmental Services Department Director or designee.

*The creation of Section 270.258 which gives the Environmental Services Department Director authorization to issue written warning notices, and bring complaints to the State Attorney's Office. Violations of this Part shall be classified as a Class I violation as provided in Sec. 53.31 (a) Classes of violations and penalties.

*The creation of Section 270.259, repealing any conflicting ordinances or their parts.

No additional staff will be needed at this time.

Demands caused by a growing population, and the need for additional water conservation measures through more efficient use of landscape irrigation create the need to amend the County's current ordinance. The ordinance amends Chapter 270 of the Seminole County Code. Resolution 2001-R-13, Emergency Water Conservation Resolution should be rescinded concurrently due to the District's rule change.

STAFF RECOMMENDATION:

Staff recommends the Board enact and authorize the Chairman to execute the Water Conservation Ordinance amending Part 5, Chapter 270 of the Seminole County Code entitled "Emergency Water Conservation Ordinance," and rescind the Emergency Water Shortage Resolution 2001-R-13.

ATTACHMENTS:

1. Economic Impact Statement
2. Resolution to be rescinded
3. Ordinance

Additionally Reviewed By:

☒ County Attorney Review (Robert McMillan)

ECONOMIC IMPACT STATEMENT

DATE: May 18, 2007

DEPT./DIVISION: Env. Services

CONTACT PERSON: Debra K. Meinert

EXTENSION: 2121

DESCRIBE PROJECT/PROPOSAL:

This ordinance establishes county-wide landscape irrigation usage related schedules, exemptions, variances and enforcement.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY:

The departments of Environmental Services (ESD), the Sheriff/Code Enforcement and the Board of County Commissioners will be impacted by adopting this ordinance. Funds are budgeted for field verification irrigation monitoring for existing ESD customers, and are coordinated through Utilities Division Water Conservation team. Violations for water service provided by other utilities within the county will be forwarded to Code Enforcement for notification and remedy actions.

It is not anticipated that effects from the ordinance's implementation will generate any material amount of revenue, as the program is intended to be one of educational awareness.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE PROPERTY OWNERS/TAX PAYERS/CITIZENS WHO ARE EXPECTED TO BE AFFECTED:

The proposed irrigation schedules do not represent a change from current practice. To the extent property owners are following watering restrictions, they will not realize any impact fiscally or operationally.

IDENTIFY ANY POTENTIAL INDIRECT ECONOMIC IMPACTS, POSITIVE OR NEGATIVE WHICH MIGHT OCCUR AS A RESULT OF THE PROJECT PROPOSAL:

The intent of the ordinance is to promote efficient water use practices. Water conservation benefits utility customers county-wide indirectly through reduced planning and construction expenditures creating additional water capacity.

RESOLUTION NO. 2001-R-13

SEMINOLE COUNTY, FL

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED
MEETING OF JAN. 23, 2001.

WHEREAS, the Board of County Commissioners enacted Seminole County Ordinance No. 81-50, entitled the "Emergency Water Conservation Ordinance," which is to be implemented by Resolution of the Board of County Commissioners; and

WHEREAS, recent drought weather conditions in Seminole County, Florida, have caused an overload of Seminole County water pumping systems with a resulting risk of widespread service interruptions, and potential loss of fire protection ability; and

WHEREAS, the Board of County Commissioners has determined that the aforementioned factors have created an emergency which requires appropriate measures; and

WHEREAS, the Board of County Commissioners has determined that it is in the interest of the health, safety and welfare of the citizens of Seminole County, Florida to impose water restrictions on all water customers of the Seminole County Environmental Services Department, as provided for in Seminole County Ordinance No. 81-50, to assist in lessening the water shortage; and

WHEREAS, on August 25, 1998, the Board of County Commissioners adopted by Resolution certain water restrictions, some of which, due to the changed weather conditions, are no longer deemed necessary; and

WHEREAS, this Resolution shall supercede Resolution No. 98-R-172 and water restrictions arising therefrom,

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

- I. A water shortage emergency requiring certain water conservation measures is hereby declared for all water customers of the Seminole County Environmental Services Department.
- II. That, within Seminole County, water conservation measures as hereinafter specified are imposed on water customers of the Seminole County Environmental Services Department in order to reduce water consumption.

BK 0 2 6 8 PG 1 3 6 0

- III. All water customers of the Seminole County Environmental Services Department shall implement the following water conservation measures immediately.
- A. The sprinkling, watering, or irrigating of shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and vegetables, shall occur as set forth below:
1. Landscape irrigation is restricted to a maximum of two days per week and shall not occur between the hours of 10:00 a.m. and 4:00 p.m. Irrigation of existing landscape with odd addresses is only allowed on Wednesday and Saturday. Irrigation of existing landscape with even addresses or no address is only allowed on Thursday and Sunday. Irrigation on these designated days shall only occur when actually needed because of a lack of rainfall, and shall be limited to the application of no more than $\frac{1}{4}$ " of water in the irrigated area.
 2. Low-volume irrigation is permitted anytime with a hand-held garden hose provided it is fitted with an automatic shutoff nozzle.
 3. Irrigation resulting from the operation of water-to-air heat pumps is permitted anytime.
 4. New landscape is authorized to be irrigated on any day between the hours of 4:00 p.m. and 10:00 a.m. during the first 30 days following its installation. The installation of new landscape should be postponed until this water shortage order is rescinded.
- B. Irrigation which uses sewage effluent (reclaimed water) shall be exempt from the provisions of this section.
- C. Agricultural Use
1. Agricultural Irrigation
 - a. Overhead irrigation, including potable volume guns, is restricted to the hours of 4:00 p.m. to 10:00 a.m.
 - b. Low volume irrigation hours are not restricted.
 - c. Flood and seepage irrigation must not discharge tail water from the property.
 - d. All irrigation systems must be operated in a manner that maximizes the percentage of water held in the root zone of the crop and minimizes the amount of water that is released or lost to the user.

BX 0 2 6 8 PG 1 3 6 1

2. Soil Flooding

- a. Soil flooding for pest control or soil preservation shall be prohibited.
- b. Soil flooding to permit harvesting of sod should be voluntarily reduced.

3. Freeze Protection

Water use for freeze protection is limited to applicable consumptive use permit conditions.

D. Nursery/Golf Course/Recreation

1. Nursery Use

- a. Overhead irrigation uses are restricted as follows:

1. Inside – water only between 8:00 a.m. to 8:00 p.m. seven days per week.
2. Outside – water only on odd numbered days but not between 7:00 a.m. to 7:00 p.m.

- b. Flood irrigation systems are restricted to 6 days per month.
- c. Applications of fertilizers, herbicides and pesticides should be coordinated with irrigation schedules.
- d. Low volume irrigation uses and low volume hand watering should be voluntarily reduced.

E. Golf Course Use

1. Irrigation of fairways, roughs and non-playing areas on the first nine holes of the course is restricted to the hours of 12:01 a.m. to 8:00 a.m. on Wednesday and Saturday.
2. Irrigation of fairways, roughs and non-playing areas on the last nine holes of the course is restricted to the hours of 12:01 a.m. to 8:00 a.m. on Thursday and Sunday.
3. Applications of fertilizers, herbicides and pesticides should be coordinated with irrigation schedules.
4. Irrigation of greens and tees should be voluntarily reduced and must be accomplished during non-daylight hours.

BX 0 2 6 8 PG 1 3 6 2

F. Water Based Recreation Use


1. Draining of facilities into sewers or onto impervious surfaces is prohibited.
2. Water based recreation water use should be voluntarily reduced.
3. Outside aesthetic use of water utilizing non-re-circulating fountains is prohibited.
4. All surface water augmentation is prohibited except that which is specifically authorized for irrigation use under a valid consumptive use permit.
5. Personal vehicle washing must be done using a handheld hose equipped with an automatic shut-off nozzle.
6. All other discretionary uses of water should be reduced to the greatest extent possible.

III. This Resolution shall be in force and take effect on January 23, 2001.

ADOPTED this 23rd day of January, 2001.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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


By: _____
DICK VAN DER WEIDE, CHAIRMAN

BX 0 2 6 8 PG 1 3 6 3

AN ORDINANCE AMENDING PART 5, CHAPTER 270, SEMINOLE COUNTY CODE, "EMERGENCY WATER CONSERVATION"; PROVIDING A TITLE; PROVIDING THE INTENT AND PURPOSE; PROVIDING AUTHORITY; PROVIDING DEFINITIONS; PROVIDING A LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR EXCEPTIONS FROM LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR VARIANCES FROM LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REPEAL; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Johns River Water Management District (District) has responsibility and exclusive authority, pursuant to Chapter 373, Florida Statutes, for regulating the consumptive uses of water; and

WHEREAS, the District amended Rule 40C-2.042, Florida Administrative Code (F.A.C.), the General Consumptive Use Permit by Rule governing the regulation of small irrigation uses below consumptive use permit thresholds in Rule 40C-2.041(1), F.A.C.; and

WHEREAS, Rule 40C-2.042(2)(a), F.A.C., grants a general permit to each person located with the District to use, withdraw, or divert water for such small landscape irrigation uses, provided the irrigation does not occur more than two (2) days per week and does not occur between the hours of 10:00 a.m. and 4:00 p.m. daily, subject to certain exceptions as set forth hereinbelow; and

WHEREAS, Rule 40C-2.042, F.A.C., applies to landscape irrigation regardless of whether the water derives from ground or surface, private well or pump or private or public utility; and

WHEREAS, Rule 40C-2.042, F.A.C., provides that a local government may adopt an ordinance identifying the specific two (2) days of the week when irrigation shall be allowed; and

WHEREAS, the Board of County Commissioners (Board) of Seminole County desires to adopt an ordinance in accordance with Rule 40C-2.042(2)(a) and (b), F.A.C., and the Board finds and declares that said adoption is appropriate and in the public interest of the citizens of the community; and

WHEREAS, Board has evaluated the provisions of the County's regulations relative to a water conservation program, including implementation, water uses, enforcement, exceptions and penalty requirements, and has concluded that certain provisions of the County's Code should be amended to address the Board's concerns pertaining to effective water conservation methods; and

WHEREAS, County compliance with permits issued by and policies of the St. Johns River Water Management District along with demands caused by a growing population have created the need for additional water conservation measures; and

WHEREAS, significant public involvement continues through educational outreach programs informing citizens of the proposed changes to the County Code as set forth in this Ordinance; and

WHEREAS, the provisions of this Ordinance are consistent with the provisions of the Seminole County Comprehensive Plan; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and made available for such public review and copying prior to the

enactment of this Ordinance in accordance with provisions of the Seminole County Home Rule Charter,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Secs. 270.251 through 270.258, Part 5, Chapter 270, Seminole County Code, are hereby substantially reworded to read as follows:

Part 5. WATER CONSERVATION ORDINANCE

Sec. 270.251. Short title.

This Part shall be known and referred to as the "Water Conservation Ordinance."

Sec. 270.252. Intent and Purpose.

It is the intent and purpose of this Ordinance to implement procedures that promote water conservation through the more efficient use of landscape irrigation.

Sec. 270.253. Authority.

The County is authorized by its Home Rule Charter, the Florida Constitution and the provisions of Chapters 125 and 373, Florida Statutes, to establish and administer programs for water conservation.

Sec. 270.254. Definitions.

For the purpose of this Part, the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words

in the plural include the singular, and words in the singular include the plural.

- (a) "Address" means the house number of a physical location of a specific property. This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the United States Postal Service to determine a delivery location, the lot number shall be the property's address. An "even numbered address" means an address ending in the numbers 0, 2, 4, 6, 8, or the letters A - M. An "odd numbered address" means an address ending in the numbers 1, 3, 5, 7, 9, or the letters N - Z.
- (b) "District" means the St. Johns River Water Management District.
- (c) "Person" means any person, firm, partnership, association, corporation, company, or organization of any kind.
- (d) "Landscape irrigation" means the outside watering of plants in a landscape such as shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and other such flora that are situated in such diverse locations as residential areas, cemeteries, public, commercial, and industrial establishments, and public medians and rights of way. "Landscape irrigation" does not include golf course greens, tees, fairways, primary

roughs, and vegetation associated with intensive recreational areas such as, but not limited to, playgrounds, and football, baseball and soccer fields.

Sec. 270.255. Landscape irrigation schedule.

- (a) Landscape irrigation at even numbered addresses or no address must only occur on Thursday and Sunday and must not occur between 10:00 a.m. and 4:00 p.m. daily.
- (b) Landscape irrigation at odd numbered addresses must only occur on Wednesday and Saturday and must not occur between 10:00 a.m. and 4:00 p.m. daily.
- (c) Landscape irrigation at commercial addresses must only occur on Tuesday and Friday and must not occur between 10:00 a.m. and 4:00 p.m. daily.
- (d) Any person who purchased and installed an automatic lawn sprinkler system after May 1, 1991, shall install, maintain and operate a rain sensor device or switch to override the irrigation cycle of the sprinkler system when adequate rainfall occurs per Section 373.62, Florida Statutes.

Sec. 270.256. Exceptions.

Landscape irrigation shall be subject to the following irrigation schedule exceptions:

- (a) Irrigation using a micro-irrigation system is allowed at any time.
- (b) Irrigation of new landscape is allowed at any time of day on any day for the initial thirty (30) days and

every other day for the next thirty (30) days for a total of one (1) sixty day (60) period, provided that the irrigation is limited to the minimum amount necessary for such landscape establishment.

- (c) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides and herbicides when required by law, the manufacturer, or best management practices is allowed at any time within twenty-four (24) hours of application.
- (d) Irrigation systems may be operated at any time for maintenance and repair purposes not to exceed ten (10) minutes per hour per zone.
- (e) Irrigation using a hand-held hose equipped with an automatic shut-off nozzle is allowed at any time.
- (f) Discharge of water from a water-to-air air conditioning unit or other water-dependent cooling system is not limited.
- (g) The use of water from a residential reclaimed water system shall follow the irrigation schedule as described in Sec. 270.255. For purposes of this subsection, a reclaimed water system includes systems in which the primary source is reclaimed water, which may or may not be supplemented from another source during peak demand periods.

Sec. 270.257. Variances from landscape irrigation schedule.

A variance from the landscape irrigation schedules set forth in Sec. 270.255 may be granted by the Department Director or designee if strict application of the landscape irrigation schedule would lead to unreasonable or unfair results in particular instances, provided that the applicant demonstrates with particularity that compliance with the schedule will result in a substantial economic, health, or other hardship for the applicant requesting the variance or those served by the applicant. Where a contiguous property is divided into different zones, a variance may be granted hereunder so that each zone may be irrigated on different days than other zones of the property. However, no single zone may be irrigated more than two (2) days a week.

Sec. 270.258. Enforcement.

- (a) The Department Director and all employees of the Department shall have the duty and authority to enforce the provisions of this Part and the power to issue written warning notices, and bring complaints to the State Attorney's Office for prosecution.
- (b) A violations of this Part shall be classified as a Class I violation as provided in Sec. 53.31(a).

Section 2. Sec. 270.259, Part 5, Seminole County Code, is hereby created to read as follows:

Sec. 270.259. Repeal.

All ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this Part are repealed to the extent of any conflict.

Section 3. Secs. 270.260 through 270.270, Part 5, Seminole County Code, are hereby reserved.

Section 4. Codification. It is the intention of the Board that the provisions of this Ordinance shall become and be made a part of the Seminole County Code, and that the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; providing, however, that Sections 4, 5 and 6 shall not be codified.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective date. This Ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ENACTED this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON HENLEY, Chairman

SED:sjs
5/18/07
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NOT FOR EXECUTION

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Public Hearing Regarding F.S. 125.379 - Disposition of County Property for Affordable Housing

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Steve Howard

CONTACT: Meloney Lung

EXT: 5256

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution approving an available property inventory list appropriate for use as affordable housing pursuant to F.S. 125.379.

County-wide

Meloney Lung

BACKGROUND:

Florida Statutes (F.S.) 125.379, Disposition of County Property for Affordable Housing, requires that by July 1, 2007, "...each county shall prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title that is appropriate for use as affordable housing". This list must be updated and approved at least every three years.

Administrative Services compiled an inventory list of approximately 20 county-owned properties that could be considered for affordable housing. Working in conjunction with Community Services, the inventory list was reduced to four properties (Exhibit A). Originally, three of the properties were purchased by Environmental Services and the fourth was a tax deed property donated by a private owner.

The statute does not indicate how counties are to reimburse the funding sources. For example, three of the properties on the list were purchased by Environmental Services 30 years ago. According to Bond Counsel: The W&S Resolution allows the County to dispose of any land owned by the System for "fair and reasonable consideration" if it is not necessary or useful in the operation of the System, with the proceeds first applied to any under-funded reserves (we are fully funded). There is no definition of "fair and reasonable" and the Commission would need to define or state a finding in any agreement to sell the property. Therefore, they could find that the property is not useful in the operation of the system in exchange for appraised value, price paid, assessed value or donate in full. A similar situation rises when considering land purchased with 2001 Cent for Seminole - 1 Cent Local Option Infrastructure Sales Tax funds.

As the statute states, the inventory list may be modified during the public hearing. Discussion regarding determination of property values and methodology of fund reimbursements may be also be defined or may be determined at a later date on a project specific basis for each property in accordance with F.S. 125.379(2).

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution approving an available property inventory list appropriate for use as affordable housing pursuant to F.S. 125.379.

ATTACHMENTS:

1. Resolution
2. Florida Statute
3. Properties Not Recommended

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

RESOLUTION NO. 2007-R-_____

SEMINOLE COUNTY, FLORIDA

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

WHEREAS, Section 125.379, Florida Statutes, requires every county
to prepare and adopt by resolution an inventory list of all property
owned by the county which is appropriate for use as affordable
housing; and

WHEREAS, such resolution must be adopted by July 1, 2007 and
every three (3) years thereafter; and

WHEREAS, County staff has reviewed all County-owned property for
its fitness to be used for affordable housing purposes and has listed
the properties deemed to be suitable on Exhibit A attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board Of County
Commissioners of Seminole County, Florida, that the properties as more
fully described in Exhibit A attached hereto are within Seminole
County's jurisdiction, are owned in fee simple by Seminole County, and
are deemed appropriate for use as affordable housing.

ADOPTED this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

Attachment:
Exhibit A - Affordable Housing Property Information List

SEMINOLE COUNTY PROPERTY
POSSIBLE AFFORDABLE HOUSING SITES
EXHIBIT A

| PARCEL | ACRES | STREET NAME | LEGAL DESCRIPTION | VACANT/IMPROVED | DEPARTMENT | NOTES | WATER/SEWER |
|-------------------|-------|-------------------|---|-----------------|--------------|------------------------|-----------------------------|
| 1821295220D000220 | 0.35 | JEROME WAY | LEG LOT 22 BLOCK D LYNWOOD REVISION PB 16 PG 33 (Vacant) | VACANT | ENVIR SVCS | Abandoned Well Site | Seminole County Water/Sewer |
| 202130300001C0000 | 0.23 | THUNDER TRL | SEC 20 TWP 21S RGE 30E N 43.5 FT of S 120 FT OF E 120 OF SE 1/4 & S 1/2 OF VACD ST ADJ ON N (Vacant) | VACANT | ENVIR SVCS | Abandoned Well Site | Seminole County Water/Sewer |
| 202130300001R0000 | 0.23 | THUNDER TRL | SEC 20 TWP 21S RGE 30E S 76.5 FT OF E 120 FT OF SE 1/4 (Vacant) | VACANT | ENVIR SVCS | Abandoned Well Site | Seminole County Water/Sewer |
| 1921315UN00000230 | 2.25 | RED BUG LAKE ROAD | LEG SEC 19 TWP 31S RGE 31E LOT 26 (LESS RD) PARKER SUBD (Vacant) | VACANT | PUBLIC WORKS | Right of Way Remainder | Seminole County Sewer |
| 1921315UN00000260 | 3 | RED BUG LAKE ROAD | LEG SEC 19 TWP 21S RGE 31E LOT 23 (LESS RD) PARKER SUBD | VACANT | PUBLIC WORKS | Right of Way Remainder | Seminole County Sewer |
| 33193130010000000 | 0.14 | WASHINGTON STREET | LEG SEC 33 TWP 19S RGE 31E E 50 OF W 150 FT OF N 120 FT OF 1/4 OF SW 1/4 OF SW 1/4 | VACANT | ADMIN SVCS | Donated Property | Well & Spetic Tank Property |

Select Year: 2006 ▾

[Go](#)

The 2006 Florida Statutes

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 125](#)
COUNTY
GOVERNMENT

[View Entire
Chapter](#)

125.379 Disposition of county property for affordable housing.--

(1) By July 1, 2007, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title that is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the county may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. [420.0004\(3\)](#).

History.--s. 1, ch. 2006-69.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes. Copyright © 2000-2006 State of Florida.

SEMINOLE COUNTY PROPERTY
POSSIBLE AFFORDABLE HOUSING SITES
(NOT ELIGIBLE FOR USE)

| PARCEL | ACRES | STREET NAME | LEGAL DESCRIPTION | DEPARTMENT | NOTES | COUNTY ATTORNEY/DEPT COMMENTS |
|-------------------|-------|-----------------------|--|------------|--|---|
| 14203030001400000 | 3.17 | 4226 Hwy 17-92 | LEG SEC 14 TWP 20S RGE 30E W 6 3/4 CH OF SW 1/4 OF SW 1/4 N OF STATE RD | ADMIN SVCS | Purchased for the Expansion of the Five Points Complex | Five Point Expansion Project Property (Commerical Property) |
| 22203030000600000 | 5.16 | 4170 Hwy 17-92 | LEG SEC 22 TWP 20S RGE 30E ALL W 627.1 FT OF NE 1/4 OF NE 1/4 N OF STATE RD *LESS BEG 627.1 FT E OF NW COR RUN S 21.1 FT SWLY ON HWY 17-92 223.57 FT N 45 DEG 47 MIN 31 SEC W 274.34 FT E 345.65 FT TO BEG | ADMIN SVCS | Purchased for the Expansion of the Five Points Complex | Five Point Expansion Project Property (Commerical Property) |
| 311930501000000P1 | 0.66 | Sylvan Av | LEG BIG PARK 1ST ADD TO SYLVAN LAKE PB 4 PG 1E | LLS | Dedicated Park | Legal Opinion - County needs fee simple title for use as Affordable Housing Site |
| 01203051200000410 | 2.84 | 27TH St | LOT 41 & THAT PT OF VACD CROSSWALK ADJ ON S & THAT PT OF VACD ST ADJ ON SE AMENDED PLAT DRUID PARK PB 7 PG 5 | LLS | Dedicated Druid Park/Lake Jenny | Legal Opinion - County needs fee simple title for use as Affordable Housing Site |
| 0120305170F000040 | 1.75 | Pinecrest Dr | LEG LOTS 4 & 5 (LESS N 100 FT LOT 5) BLK F SOUTH PINECREST PB 10 PG 10 | LLS | Dedicated Parkland South Pinecrest Subd | Legal Opinion - County needs fee simple title for use as Affordable Housing Site |
| 3320305070C0000P0 | 0.78 | Delany Dr | LEG LOT DESC AS PARK BLK C FLAMINGO SPRINGS PB 8 PG 72 | LLS | Dedicated Park@Delany Dr & Lk Lucerne Cir | Legal Opinion - County needs fee simple title for use as Affordable Housing Site |
| 271930502000000C0 | 0.14 | St Johns Pkwy | LEG LOT C WEST HAVEN PB 11 PG 92 | PUB WRKS | Airport Blvd, Phase III Right of Way Property | Can not be considered until after completion of Airport Blvd ROW Project |
| 2619305AE510C0000 | 0.55 | 5TH St | LEG N 150 FT OF NW 1/4 OF BLK 51 (LESS W 170 FT) MM SMITHS SUBD PB 1 PG 55 | PUB WRKS | Airport Blvd, Phase III Right of Way Property | Can not be considered until after completion of Airport Blvd ROW Project |
| 2619305AE510C0000 | 0.65 | Bevier Rd | LEG S 90 FT OF N 186 FT OF S 1/2 OF W 1/2 OF BLK 51 MM SMITH SUBD PB 1 PG 55 | PUB WRKS | Airport Blvd, Phase III Right of Way Property | Can not be considered until after completion of Airport Blvd ROW Project |
| 271930502000000D0 | 11.11 | St Johns Pkwy | LEG LOT D WEST HAVEN PB 11 PG 92 | PUB WRKS | Airport Blvd, Phase III Right of Way Property | Can not be considered until after completion of Airport Blvd ROW Project |
| 01213050100000030 | 2.51 | Milky Way | LEG LOT 3 W OF GOLDENROD RD + LOTS 6 & 7 & 1/2 OF VACD STS ABUTTING TUSKAWILLA PB 1 PG 5 | PUB WRKS | Purchased '97 for Tuskawilla Rd Phase IV | Public Works wants to retain for possible future widening of Tuskawilla Rd |
| 27193050200000230 | 0.07 | St Johns Pkwy | LEG W 20 FT OF LOT 23 WEST HAVEN PB 11 PG 92 | PUB WRKS | Airport Blvd, Phase III Right of Way Property | Can not be considered until after completion of Airport Blvd ROW Project |
| 27193050200000240 | 0.16 | St Johns Pkwy | LEG LOT 24 WEST HAVEN PB 11 PG 92 | PUB WRKS | Airport Blvd, Phase III Right of Way Property | Can not be considered until after completion of Airport Blvd ROW Project |
| 27193050200000010 | 0.08 | St Johns Pkwy | LEG E 15 FT OF LOT 13 WEST HAVEN PB 11 PG 92 | PUB WRKS | Airport Blvd, Phase III Right of Way Property | Can not be considered until after completion of Airport Blvd ROW Project |
| 27193050200000010 | 0.20 | Airport Blvd | LEG LOT 1 WEST HAVEN PB 11 PG 92 | PUB WRKS | Airport Blvd, Phase III Right of Way Property | Can not be considered until after completion of Airport Blvd ROW Project |
| 27193050200000200 | 0.19 | St Johns Pkwy | LEG LOT 20 WEST HAVEN PB 11 PG 92 | PUB WRKS | Airport Blvd, Phase III Right of Way Property | Can not be considered until after completion of Airport Blvd ROW Project |
| 27193050200000190 | 0.10 | St Johns Pkwy | LEG W 31 FT OF LOT 19 WEST HAVEN PB 11 PG 92 | PUB WRKS | AIRPORT BLVD PHASE II | Can not be considered until after completion of Airport Blvd ROW Project |
| 152129300016C0000 | 1.01 | SR346 & Montgomery Rd | SEC 15 TWP 21S RGE 29E BEG 106 FT N & 93.66 FT W OF SE COR OF NW 1/4 RUN W 131.34 FT N 310.50 FT E 147.81 FT SLY ON CURVE 112.22 FT S 04 DEG 05 MIN 52 SEC W 198.84 FT TO BEG | PUB WRKS | Montgomery Rd, Right of Way Project Property | Contamination Issues - Clean-up in Progress (Commerical Property) |
| 5213051728000150 | 0.13 | 100 Seminola Blvd | PART OF LOTS 15 & 16 DESC AS BEG NE COR LOT 16 BLK 28 RUN N 78.07 DEG 10 SEC W 66.49 FT S 20 DEG 04 MIN 55 SEC W 97.75 FT S 07 DEG 10 MIN E 120.74 FT N 98.97 FT TO POB LAKE KATHRYN PARK ADD 1 PB 5 PGS 63-69 | PUB WRKS | Seminola Blvd, Right of Way Project Property | Limited Usage of Remaining Property (Commerical Property) |
| 092030506000000C0 | 1.25 | 245 Lake Mary Blvd | LEG PT LOT C BEG NE COR LOT C RUN S 160 FT W 80 FT S 36 DEG 50 MIN W 237.4 FT N 350 FT E 222.3 FT TO BEG GREENLEAF + WILSONS ADD PB 3 PG 27 | PUB WRKS | Lake Mary Blvd, Right of Way Project Property | Public Works wishes to hold property until Commuter Rail is finalized |
| 1921315UN00000230 | 2.25 | RED BUG LAKE ROAD | LEG SEC 19 TWP 31S RGE 31E LOT 26 (LESS RD) PARKER SUBD (Vacant) | PUB WRKS | Red Bug Lake Road, Right of Way Project Property | Various permitting costs takes this property outside of the affordable housing range. |
| 1921315UN00000260 | 3 | RED BUG LAKE ROAD | LEG SEC 19 TWP 21S RGE 31E LOT 23 (LESS RD) PARKER SUBD | PUB WRKS | Red Bug Lake Road, Right of Way Project Property | Various permitting costs takes this property outside of the affordable housing range. |

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Bella Vista Drainage 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 drainage easement as recorded in O.R. Book 1050, page 564 of the public records of Seminole County, Florida in Section 08, Township 21 S, Range 29 E (Forest Creek, Inc., applicant); or,
2. DENY the request to vacate and abandon a drainage easement as recorded in O.R. Book 1050, page 564 of the public records of Seminole County, Florida in Section 08, Township 21 S, Range 29 E (Forest Creek, Inc., applicant); or,
3. CONTINUE the public hearing until a time and date certain.

District 3 Dick Van Der Weide

Brian M. Walker

BACKGROUND:

Forest Creek, Inc., the applicant, is requesting to vacate and abandon a twenty-five foot wide drainage easement that runs south at a ninety degree angle from the centerline of Sand Lake Road a distance of three hundred feet. The drainage easement is recorded in O.R. Book 1050, page 564 of the public records of Seminole County, Florida in Section 08, Township 21 S, Range 29 E.

Staff has determined that the easement is no longer needed or used. New piping installed with the development of the Bella Vista Subdivision carries the water that was once conveyed by this easement. An easement over the piping and dedicated to Seminole County, has been put in place via the Bella Vista plat.

The applicant desires to vacate and abandon the easement in order to remove it from the new residential lots over which it currently runs.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon a drainage easement as recorded in O.R. Book 1050, page 564 of the public records of Seminole County, Florida in Section 08, Township 21 S, Range 29 E (Forest Creek, Inc., applicant).

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch of Description

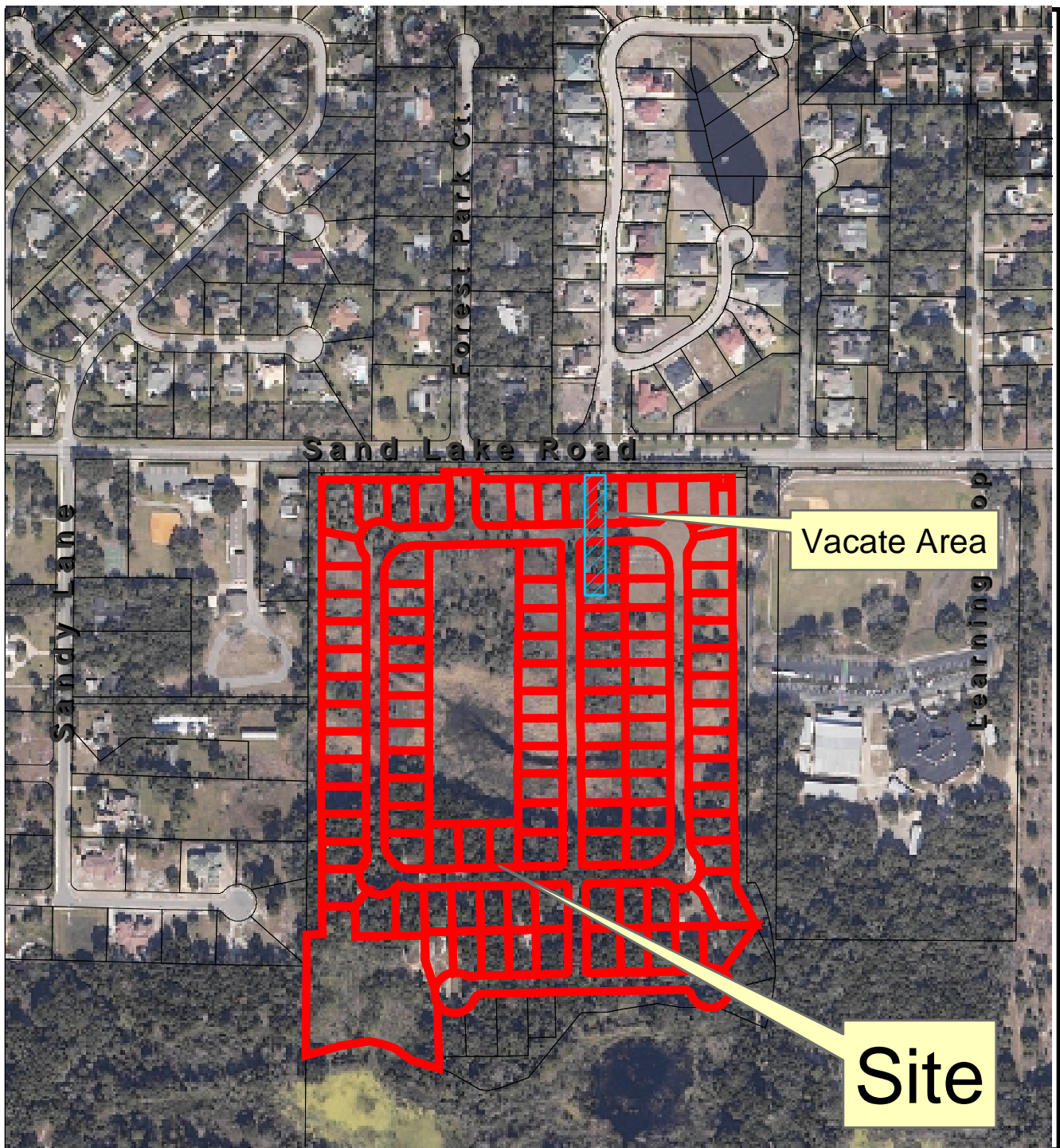
Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)



Bella Vista Drainage Vacate





**Bella Vista
Drainage Vacate**



RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 12th DAY OF June A.D., 2007.

**RESOLUTION TO VACATE AND ABANDON A
DRAINAGE EASEMENT**

Whereas, a Petition was presented on behalf of

FOREST CREEK INC.

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

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 12th day of June A.D., 2007

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

BY: _____

MARYANNE MORSE

CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

CARLTON D. HENLEY

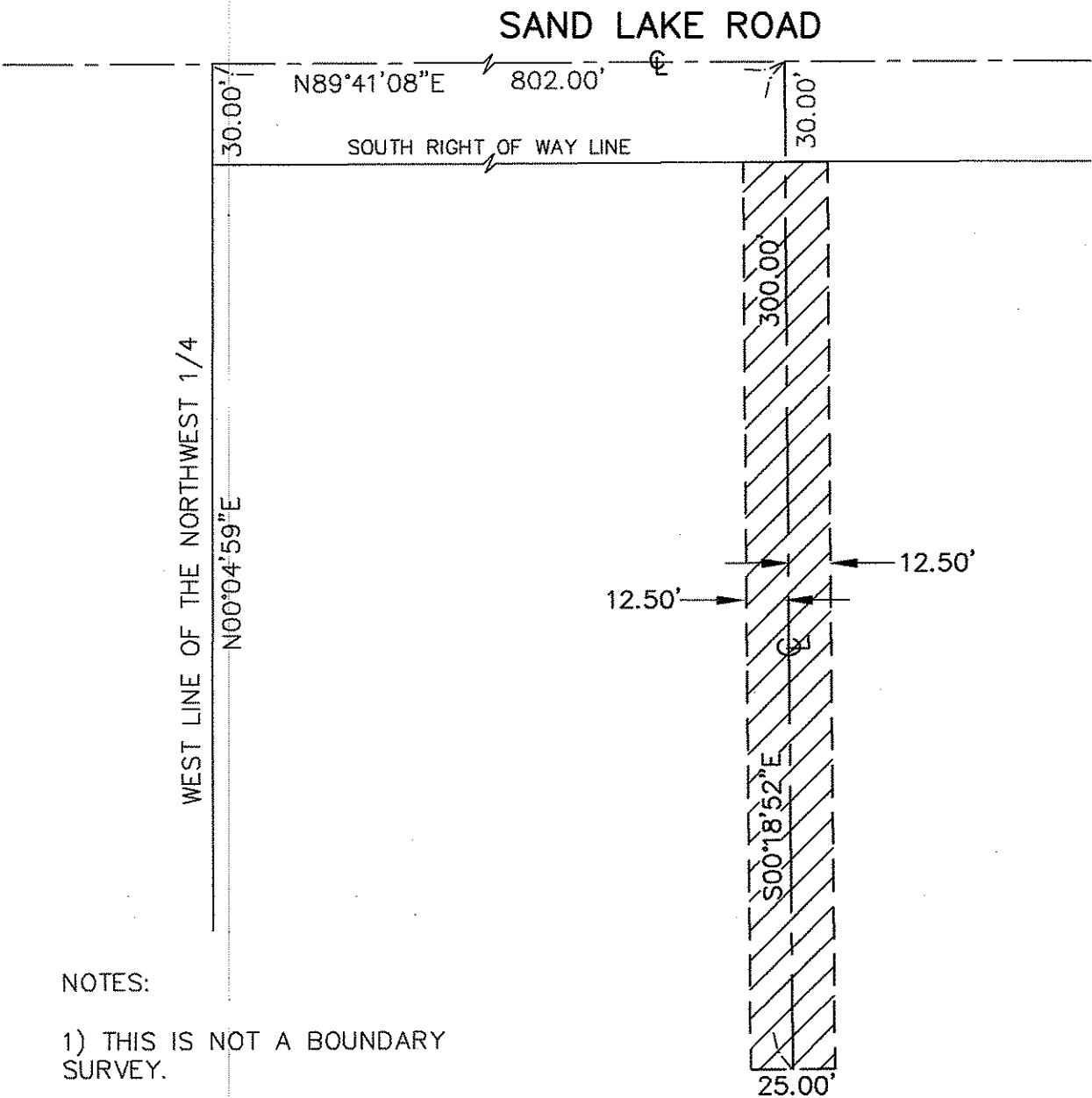
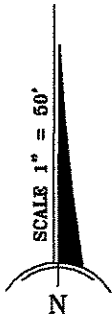
CHAIRMAN

SKETCH AND DESCRIPTION

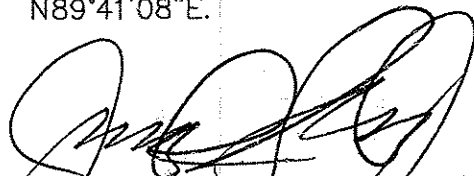
EXHIBIT A

LEGAL DESCRIPTION:
25.00' DRAINAGE EASEMENT AS RECORDED IN O.R. BOOK 1050, PAGE 564 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA;
A STRIP OF LAND 25 FEET IN WIDTH LYING 12 1/2 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:
BEGIN ON THE CENTER LINE OF SAND LAKE ROAD AT A POINT LYING 802 FEET EAST OF THE WEST LINE OF SECTION 8, T21S, R29E: RUN SOUTH AT A 90° ANGLE FROM THE CENTER LINE OF SAND LAKE ROAD A DISTANCE OF 300 FEET TO THE END OF THIS DESCRIPTION:

LESS RIGHT-OF-WAY OF SAND LAKE ROAD. PARCEL DESCRIBED CONTAINING 0.154 ACRES MORE OR LESS.



- NOTES:
- 1) THIS IS NOT A BOUNDARY SURVEY.
 - 2) BEARINGS BASED ON THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD AS BEING N89°41'08"E.


JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2153
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: DECEMBER 5, 2006
DRAWN BY: jgh SCALE: 1"=50'
FILE NUMBER: BELLA VISTA/DRAIN-VACATE

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Chuluota Fifth Street Rezone from R-3 to R-1B

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

AUTHORIZED BY: Dori Debord

CONTACT: Austin Watkins

EXT:

MOTION/RECOMMENDATION:

APPROVE the request to rezone 1.09 + acres located on the north side of Fifth Street approximately 300 feet west of the intersection of CR 419 and Fifth Street, from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling), based on staff findings, and authorize the Chairman to execute the rezone ordinance (Frank Joyce, applicant); or

DENY the request to rezone 1.09 + acres located on the north side of Fifth Street approximately 300 feet west of the intersection of CR 419 and Fifth Street, from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling), based on staff findings, and authorize the Chairman to execute the Denial Development Order (Frank Joyce, applicant); or

CONTINUE the item to a time and date certain.

District 1 Bob Dallari

Austin Watkins

BACKGROUND:

The applicant is requesting to rezone 1.09 + acres, located on the north side of Fifth Street approximately 300 feet west of the intersection of CR 419 and Fifth Street, from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling), to develop five single-family lots. R-1B requires a minimum lot size of 6,700 square feet and a width of 60 feet measured at the building line.

The Future Land Use designation of the subject property is High Density Residential (HDR), which allows the requested zoning district. The subject property was platted in 1913 as five individual lots within the Townsite of Chuluota North plat. The current zoning classification of R-3 allows for multiple-family dwelling units at a maximum density of 13 dwelling units per net buildable acre. However, single-family homes are not a permitted use within the R-3 zoning classification.

Staff did not complete a lot size compatibility analysis because the lot size compatibility analysis is not required in the High Density Residential (HDR) Future Land Use designation.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on May 2, 2007 and voted 5 to 0 to recommend APPROVAL of the request to rezone 1.09 + acres, located 300 feet west of the intersection of CR 419 and Fifth Street, from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling), based on staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request to rezone 1.09 + acres located on the north side of Fifth Street approximately 300 feet west of the intersection of CR 419 and Fifth Street, from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling), based on staff findings, and authorize the Chairman to execute the rezone ordinance (Frank Joyce, applicant).

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Zoning and Land Use Map
4. Aerial Map
5. Denial Development Order (applicable only if denied)
6. Ordinance
7. LPA P and Z Meeting Minutes
8. Letter of Support

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

| CHULUOTA FIFTH STREET REZONE Rezone from R-3 to R-1B | | |
|---|--|--------------------|
| APPLICANT | Frank Joyce | |
| PROPERTY OWNER | Frank and Patricia Joyce | |
| REQUEST | Rezone from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling) | |
| PROPERTY SIZE | 1.09 ± acres | |
| HEARING DATE (S) | P&Z: May 2, 2007 | BCC: June 12, 2007 |
| PARCEL ID | 21-21-32-5CF-3800-0160 | |
| LOCATION | North side of Fifth Street, approximately 300 feet west of the intersection of CR 419 and Fifth Street | |
| FUTURE LAND USE | HDR (High Density Residential) | |
| ZONING | R-3 (Multiple-Family District) | |
| FILE NUMBER | Z2007-15 | |
| COMMISSION DISTRICT | #1 – Dallari | |

PROPOSED DEVELOPMENT:

The applicant is proposing to build five single-family homes on the subject property.

ANALYSIS OVERVIEW:

Zoning Request

The applicant, Frank Joyce, is requesting to rezone 1.09 ± acres from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling). The subject property is located 300 feet west of the intersection of CR 419 and Fifth Street. The Future Land Use designation of the subject property is HDR (High Density Residential), which allows the requested zoning district. The following table depicts the minimum regulations for the current zoning district of R-3 (Multiple-Family Dwelling) and the requested district of R-1B (Single-Family Dwelling):

| DISTRICT REGULATIONS | Existing Zoning (R-3) | Proposed Zoning (R-1B) |
|--------------------------------|--|-------------------------------|
| Minimum Lot Size | N/A | 6,700 square feet |
| Minimum House Size | N/A | 700 square feet |
| Minimum Width at Building Line | N/A | 60 feet |
| Front Yard Setback | 25 feet/one-story 35 feet/two-story | 20 feet |
| Side Yard Setback | 25 feet/one-story 35 feet/two-story | 7.5 feet |
| (Street) Side Yard Setback | 25 feet/one-story 35 feet/two-story | 20 feet |

| | | |
|-------------------------|--|---------|
| Rear Yard Setback | 25 feet/one-story 35 feet/two-story | 25 feet |
| Maximum Building Height | 35 feet | 35 feet |

Permitted & Special Exception Uses

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

| Zoning District | Permitted Uses | Special Exception | Minimum Lot Size |
|------------------------|---|--|-------------------------|
| R-3 (existing) | One-, two-, or three-story apartment buildings, townhouses and condominiums and their customary accessory and personal service uses. Public and private elementary schools. | Public and private middle schools and high schools, churches, personal service uses, if not approved at time of zoning, adult living facilities and group homes, communication towers, private recreational facilities constructed as an accessory use to civic, fraternal, or social organizations if the existing use is located in a predominantly residential area as determined by the Planning Manager. | N/A |
| R-1B (proposed) | Any use permitted in the R-1A Single-Family Dwelling zoning classification, including the customary accessory uses, home occupations and home offices, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents. | Any special exception permitted in the R-1A zoning classification, day nurseries or kindergartens, guest or tourist homes when located on state or federal highways, off-street parking facilities, assisted living facilities and community residential homes housing 7-14 permanent unrelated residents (including group homes and foster care facilities) provided that the location does not create a over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2001). | 6,700 square feet |

Compatibility with Surrounding Properties

The subject property is a part of the Townsite of Chuluota North plat, which was platted in 1913. The property was platted for 5 lots with a lot size of 62 x 150 or 9,300 square feet. The property is located within an area which has Low Density Residential, Medium Density Residential, and High Density Residential Future

Land Use designations. The property is adjacent to existing single-family dwelling units with comparable lot sizes. Staff finds that the proposed zoning classification is consistent and compatible with the surrounding development pattern.

SITE ANALYSIS:

Environmental Impacts

Floodplain Impacts:

Based on FIRM map 12117C0170E with an effective date of April 17, 1995, as well as preliminary DFIRMs, the site lies in floodzone X, outside the 100 year floodplain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there are no wetland impacts associated with the subject property.

Public Facility Impacts

Utilities:

The site is located in the Aqua America utility service area, and will be required to connect to public water utilities. There is a 4-inch water main on the east side of Langford Dr. There is no sewer available to the property. Therefore, this project will require septic tanks.

Transportation / Traffic:

The property proposes access onto Fifth Street, which is classified as a local road. Fifth Street is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program.

School Impacts:

The proposed rezone will not generate any additional school impacts.

Buffers and Sidewalks:

Because this is a proposed residential project adjacent to residential zoning classifications and residential future land use designations, no buffers are required. Further, the applicant is not proposing a new residential subdivision, therefore the applicant is not required to construct sidewalks.

APPLICABLE POLICIES:

Fiscal Impact Analysis

This project does not warrant the running of the County Fiscal Impact Analysis Model. _

Special Districts

The subject property is located within the Chuluota Nonresidential Design Standards Zoning Overlay. The Overlay establishes design regulations and procedures that guide new, nonresidential development within the Chuluota area. The Overlay is not applicable to the rezone because the applicant intends to build single-family homes on the subject property.

Comprehensive Plan (Vision 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

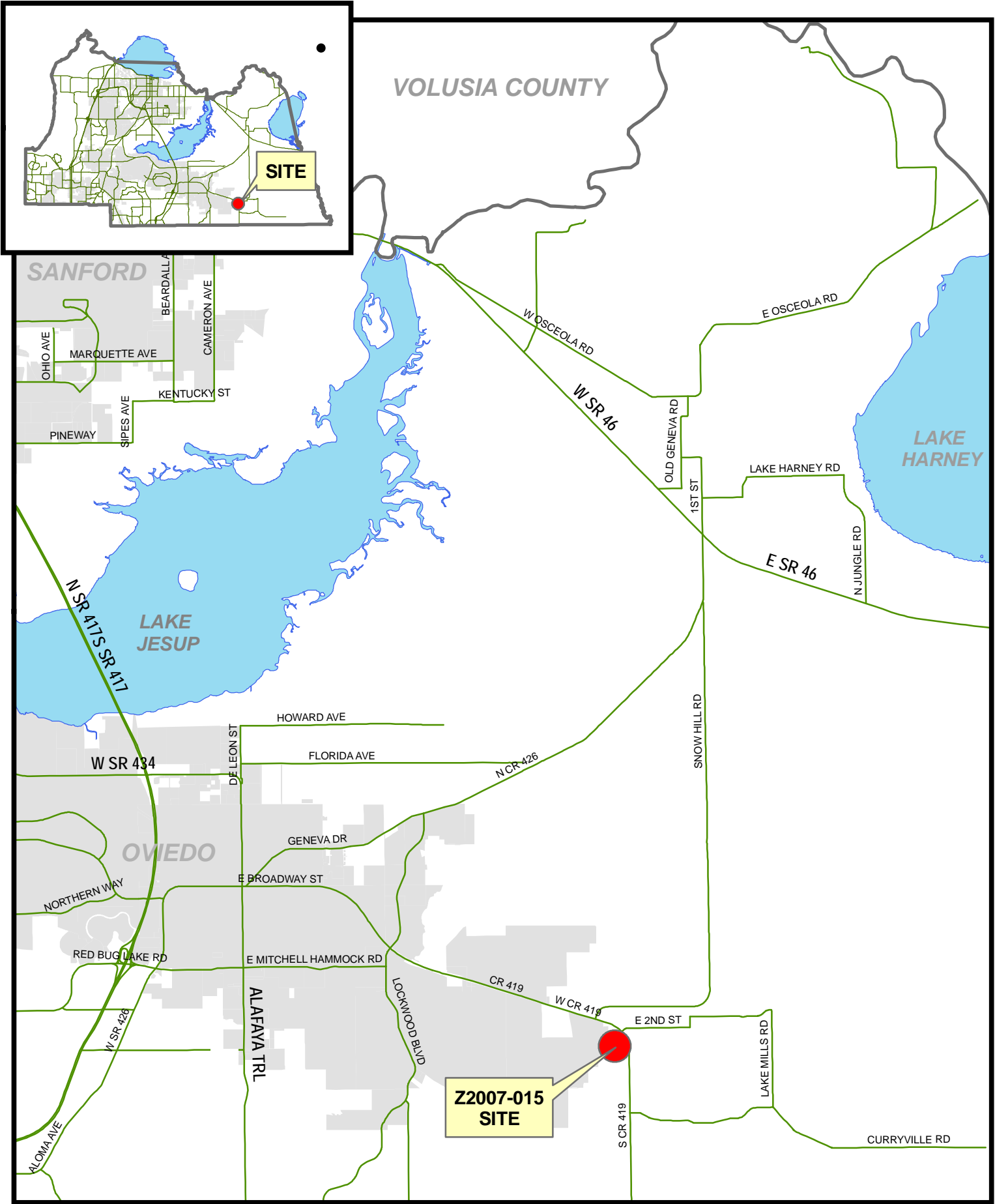
| | |
|------------------|--|
| Policy FLU 12.4: | Relationship of Land Use to Zoning Classifications |
| Policy POT 4.5: | Extension of Service to New Development |
| Policy PUB 2.1: | Adopted Level of Service |

INTERGOVERNMENTAL NOTIFICATION:

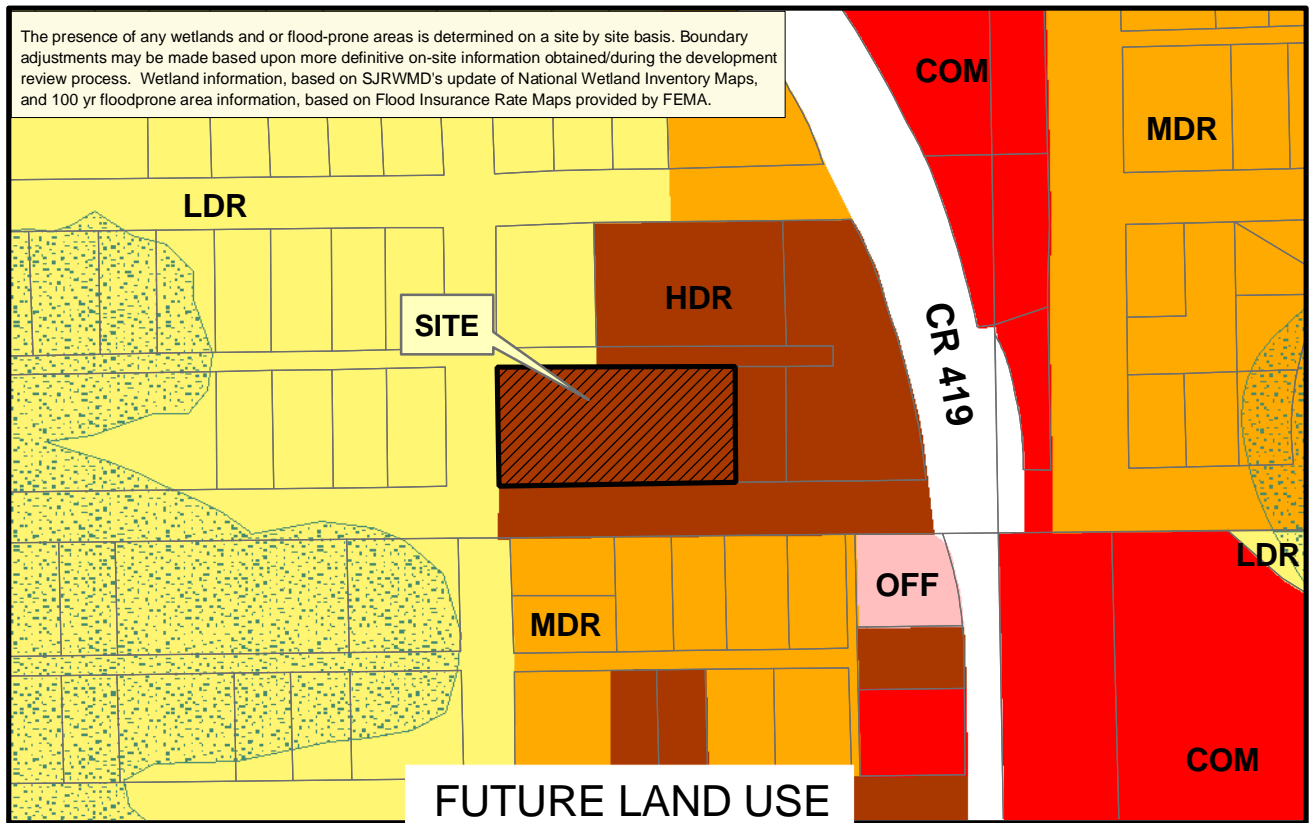
An intergovernmental notice to the Seminole County School Board was sent on April 7, 2007.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has received one letter of support which is attached.



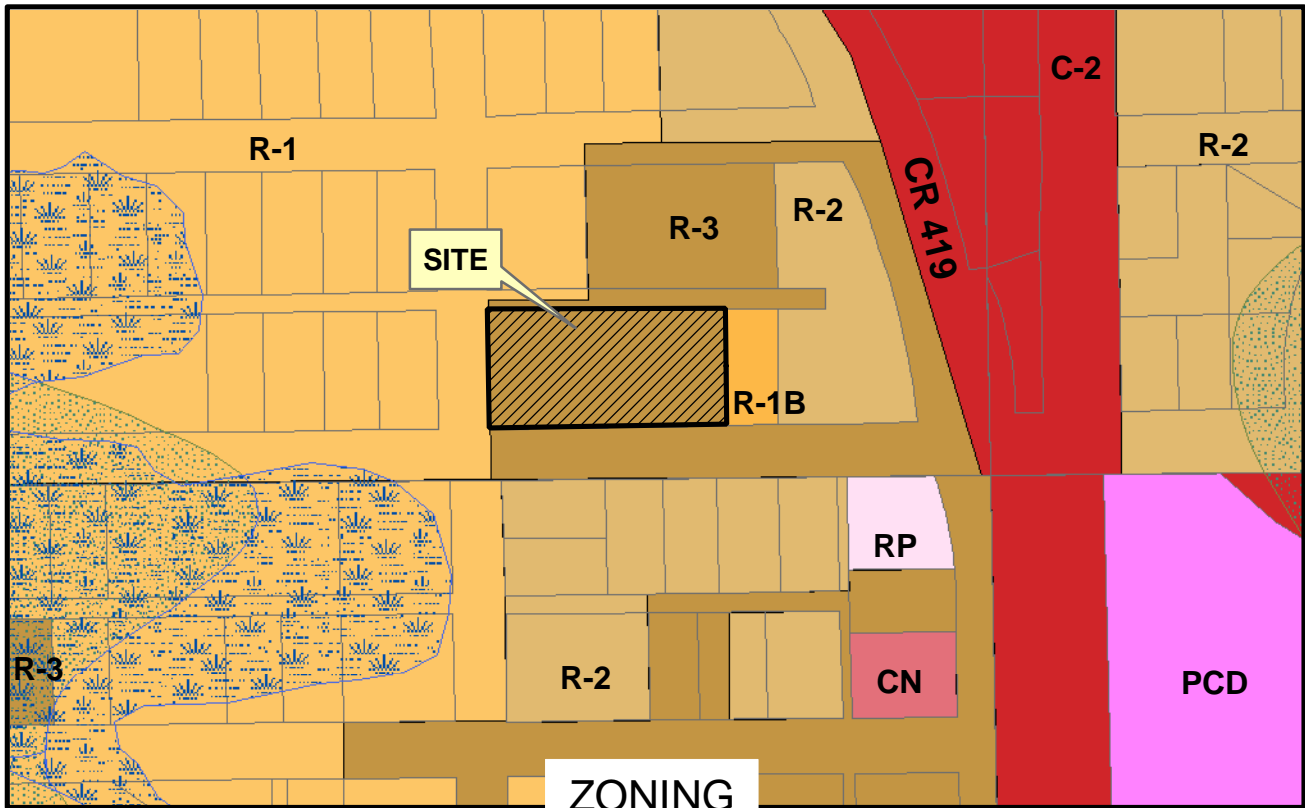
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Site
 LDR
 MDR
 HDR
 OFF
 COM
 CONS

Applicant: Frank and Patricia Joyce
 Physical STR: 21-21-32-5CF-3800-060
 Gross Acres: 1.09 +/- BCC District: 1
 Existing Use: vacant
 Special Notes: none

| | Amend/ Rezone# | From | To |
|--------|-------------------|------|------|
| FLU | -- | -- | -- |
| Zoning | Z2007-015 | R-3 | R-1B |



R-1
 R-1B
 R-2
 R-3
 CN
 C-2
 PCD
 RP

FP-1
 W-1



Rezone No: Z2007-015
 From: R-3 To: R-1B

- Parcel
- Subject Property



Winter 2006 Color Aerials

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 12, 2007, 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): Frank and Patricia Joyce

Project Name: Chuluota Fifth Street Rezone

Requested Development Approval: The applicant is requesting to rezone 1.09 \pm acres, located on the north side of Fifth Street approximately 300 feet west of the intersection of CR 419 and Fifth Street, from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling), for five single-family homes.

The Board of County Commissioners has determined that the rezone request from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Chuluota Fifth Street Rezone" and all evidence submitted at the public hearing on June 12, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from R-3 (Multiple-Family Dwelling) to R-1B (Single-Family Dwelling) should be denied.

ORDER**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____

Carlton D. Henley, Chairman

EXHIBIT "A"

LOTS 16 TO 20 BLK 38 NORTH CHULUOTA PB 2 PG 54 TO 58

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE R-3 (MULTIPLE-FAMILY DWELLING) ZONING CLASSIFICATION THE R-1B (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled Chuluota Fifth Street Rezone, dated June 12, 2007.

(b) The Board hereby determines that the Economic Impact Statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from R-3 (Multiple-Family) to R-1B (Single-Family):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 12th day of June 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley
Chairman

EXHIBIT A
LEGAL DESCRIPTION

LOTS 16 TO 20 BLK 38 NORTH CHULUOTA PB 2 PG 54 TO 58

LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
WEDNESDAY, MAY 2, 2007

Members present: Matthew Brown, Dudley Bates, Jason Brodeur, Walt Eismann and Rob Wolf.

Members absent: Kim Day, Ben Tucker.

Also present: Tina Williamson, Acting Planning Manager; Ian Sikonia, Senior Planner; Dori DeBord, Director of Planning and Development; Kelly Brock, Senior Engineer; Cynthia Sweet, Senior Planner; Kathy Furey-Tran, Assistant County Attorney; and Candace Lindlaw-Hudson, Clerk to the Commission.

D. Chuluota Fifth Street Rezone; Frank Joyce, applicant; 1.06± acres; Rezone from R-3 (Multiple Family Dwelling District) to R-1B (Single-Family Dwelling District); located on the north side of 5th Street approximately 300 feet west of the intersection of CR 419 and 5th Street. (Z2007-15)

Commissioner Dallari – District 1
Austin Watkins, Planner

Ian Sikonia presented the request for rezoning from R3 (Multi-family Dwelling) to R1-B (Single Family Dwelling) for 5 single family lots. The future land use on the property is High Density Residential which allows the requested zoning. Staff did not conduct a lot size compatibility analysis. There was one letter of support received from the Chuluota Community Association. Staff recommendation is for approval of the request for rezone from R-3 (Multiple Family Dwelling) to R-1B (Single-Family Dwelling).

Commissioner Wolf asked if there had been a similar project in the same neighborhood last year.

Commissioner Brown said that there had been.

Commissioner Brodeur said that this is of the few areas of the county that is being developed at a lower density than could be put there.

Tina Williamson concurred.

The applicant was not present and no one spoke from the audience.

Commissioner Wolf made a motion to recommend approval of the

requested rezone of 1.09 acres located on the north side of Fifth Street, approximately 300 feet west of the intersection of CR 419 and 5th Street from R3 to R1B based on staff findings.

Commissioner Eismann seconded the motion.

The motion passed unanimously.

Watkins, Austin

From: Chuluota Community [sscva@cfl.rr.com]
Sent: Wednesday, April 25, 2007 9:08 AM
To: Watkins, Austin
Subject: P & Z meeting May 2
Attachments: joyce appliication.doc

Would you see that this gets to each P & Z board member as we will not be attending the meeting due to other commitments.

Thank You

Chuluota Community Association, Inc.

(Formerly The Southeast Seminole County Voters Association, Inc.)

P.O. Box 1180

Geneva, Fl. 32732-9998

ChuluotaCommunity.com

ChuluotaCommunity@yahoo.com

April 26, 2007

LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION

COUNTY SERVICES BUILDING

1101 EAST FIRST STREET

SANFORD, FLORIDA

Dear Chairman and Board Members,

We would like to commend Mr. Joyce for choosing to change the land use to single family, this is the trend of development in Chuluota and to date Mr. Joyce has build a nice product to resell. The home style fits the lots and look of rural Chuluota. We ask that you grant his request.

Chuluota 5th Street Rezone; Frank Joyce, applicant; 1.06± acres; Rezone from R-3 (Multiple Family Dwelling District) to R-1B (Single-Family Dwelling District); located on the north side of 5th Street approximately 300 feet west of the intersection of CR 419 and 5th Street. (Z2007-15)

Sincerely

Stan Stevens

Stan Stevens

President

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Development of Regional Impact Notice of Proposed Change (DRI/NOPC), Substantial Deviation Determination; and Amendment to the PUD Agreement and DRI Development Order for the Heathrow International Business Center DRI/PUD

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

AUTHORIZED BY: Dori Debord

CONTACT: Ian Sikonia

EXT:

MOTION/RECOMMENDATION:

1. APPROVE the Second Amendment to the Third Amended and Restated Development of Regional Impact (DRI) Development Order for the Heathrow International Business Center with finding that the amendment is not a substantial deviation to the DRI; and APPROVE the Second Amendment to Third Amended and Restated Commitments, Classification and District Description for the Heathrow International Business Center Planned Unit Development, for 188 ± acres, located on the south side of CR 46A, approximately bounded by I-4, Banana Lake Road, and Lake Mary Boulevard, and authorize the Chairman to execute aforesaid approval documents based on staff findings (Shutts & Bowen, LLP, applicant);or

2. DENY the Second Amendment to the Third Amended and Restated Development of Regional Impact (DRI) Development Order for the Heathrow International Business Center DRI; DENY the Second Amendment to Third Amended and Restated Commitments, Classification and District Description, for the Heathrow International Business Center Planned Unit Development for 188 ± acres, located on the south side of CR 46A, approximately bounded by I-4, Banana Lake Road, and Lake Mary Boulevard, and authorize the Chairman to execute applicable denial documents (Shutts & Bowen, LLP, applicant);or

3. CONTINUE the item to a time and date certain.

District 5 Brenda Carey

Ian Sikonia

BACKGROUND:

In March 2006, the City of Lake Mary annexed 46.3 +/- acres of the Heathrow International Business Center (HIBC) PUD, which included Tracts O, P, and a portion of Tract N of the PUD Final Master Plan (see attached Final Master Site Plan). These parcels were also part of the subject of the Agreement between Seminole County and Colonial Realty Limited Partnership related to Colonial Center Heathrow, executed in 2006. The proposed amendments have been reviewed in regard to the Agreement and are compliant and consistent. The purpose of this Major Amendment is to ensure that the HIBC PUD Final Master Plan, development program, and related entitlements are consistent with the jurisdictional boundaries of Seminole County and the City of Lake Mary.

Requested DRI NOPC Amendment: The Second Amendment to Third Amended and Restated Development Order consists of the following:

1. Changing the development name from "Heathrow International Business Center" to

“Colonial Center Heathrow”;

2. Revising the development plan to reflect adjusted office, residential, right-of-way, and open space acreages/square footages in response to the annexation, built environment, and improved surveying and measuring techniques;
3. Revising Map “H” to reflect the annexation of Tracts O, P, and a portion of Tract N and development plan; and
4. Revising the legal descriptions.

Note: The DRI includes 188 ± acres (revised with this amendment). The new Section I.12(a) reflects the corresponding decreases and increases in office square footage, removing multi-family units into separate townhome and apartment units, amending open space and Right-of-Way calculations, and increasing the Maximum Threshold of Multi-Family units. Revisions are shown in strikethrough/underline text in the attachment. Open Space and Right-of-Way calculation are due to the annexation of property into the City of Lake Mary and improved surveying techniques.

Requested PUD Major Amendment The Second Amendment to the Third Amended and Restated Commitments, Classification, and District Description consists of the following:

1. Changing the development name from “Heathrow International Business Center” to “Colonial Center Heathrow”;
2. Replacing Tables III-1 and III-2 of the Third Amended and Restated Commitments, Classification, and District Description, as previously amended by the First Amendment to the Third Amended and Restated Commitments, Classification, and District Description;
3. Revising the PUD Final Master Plan to reflect annexation of Tracts O, P, and a portion of Tract N;
4. Correcting acreages/square footages within the entire PUD due to the built environment, and improved surveying and measuring techniques;
5. Replacing the Open Space Summary Table contained in the Third Amended and Restated Commitments, Classification, and District Description; and
6. Revising the legal descriptions.

Note: The PUD includes 159 ± acres (revised with this amendment). The PUD does not include Tract Q of the DRI. The PUD does not include Tract Q of the DRI because it was developed as a separate PUD (Colonial Grand II). Tract Q is still a part of the DRI however it has a separate final master plan and developer's commitment agreement which was approved at the January 22, 2002 Board of County Commissioners meeting.

The new tables III-1, III-2, and the Open Space Summary reflect corresponding decreases and increases to the acres, square feet, dwelling units, and open space of the PUD development program subsequent to annexation of Tracts O, P, and a portion of Tract N of the PUD. Revisions are shown in strikethrough/underline text in the attachment. The Open Space

Summary Table includes both existing and proposed acreages. The changes to the Open Space Summary Table are due to the new acreage calculations and the annexation of property into the City of Lake Mary.

Proposed Uses to Tracts O, P, and Portion of Tract N The City of Lake Mary is proposing to convert office space in Tracts O and P to office/multi-family residential uses. Tract N will consist of retention area.

Impact to County Services and Facilities There are no increased impacts resulting from this proposed PUD Major Amendment. Seminole County Utilities will continue to provide water and sewer service to the HIBC within the County and City of Lake Mary.

East Central Florida Regional Planning Council and Florida Department of Transportation Comments The East Central Florida Regional Planning Council (ECFRPC) has issued a letter stating that the proposed changes to the Heathrow DRI do not result in an automatic substantial deviation determination pursuant to the threshold criteria of Section 380.06(19), Florida Statutes, and recommends that the proposal does not require additional regional review (see attached letter from the ECFRPC).

Actions by the City of Lake Mary On April 19, 2007, the Lake Mary City Commission approved a DRI NOPC for the portion of the DRI within Lake Mary. On May 3, 2007, the Commission also approved the PUD amendment.

PLANNING AND ZONING COMMISSION RECOMMENDATION The Planning and Zoning Commission met on April 11, 2007 and voted 5-0 to recommend approval of the Major Amendment to the Heathrow International Business Center Planned Unit Development creating the Second Amendment to the Third Amended and Restated Commitments, Classification, and District Description, for property located on the south side of CR 46A, approximately bounded by I-4, Banana Lake Road, Lake Mary Boulevard, and CR 46A, containing 159+/-acres, based on staff findings.

STAFF RECOMMENDATION:

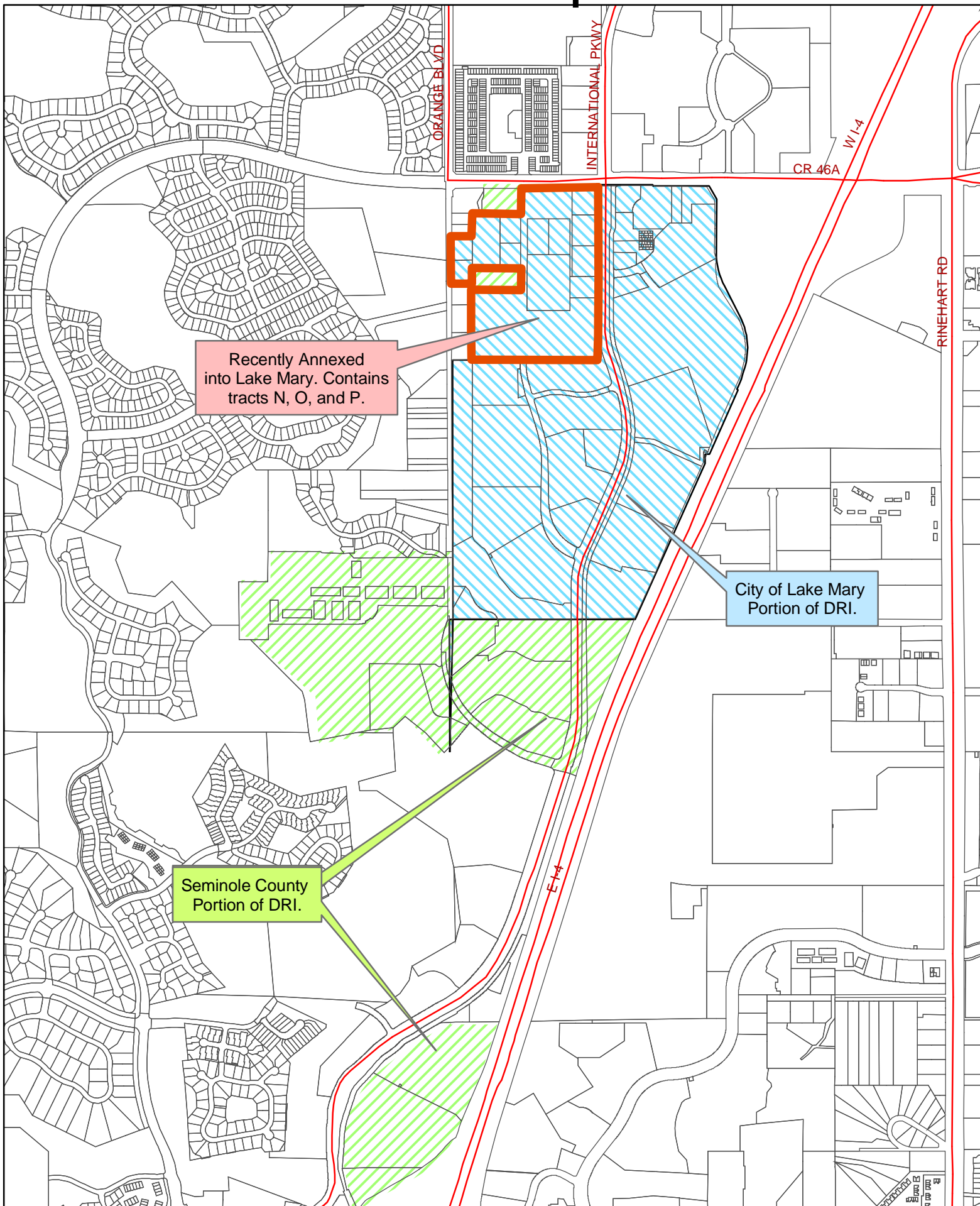
Staff recommends the Board approve the Second Amendment to Third Amended and Restated Development of Regional Impact Development Order for Heathrow International Business Center for 188 ± acres; and approve the Second Amendment to Third Amended and Restated Commitments, Classification and District Description for the Heathrow International Business Center for 159 ± acres, located on the south side of CR 46A, approximately bounded by I-4, Banana Lake Road, and Lake Mary Boulevard, based on staff findings.

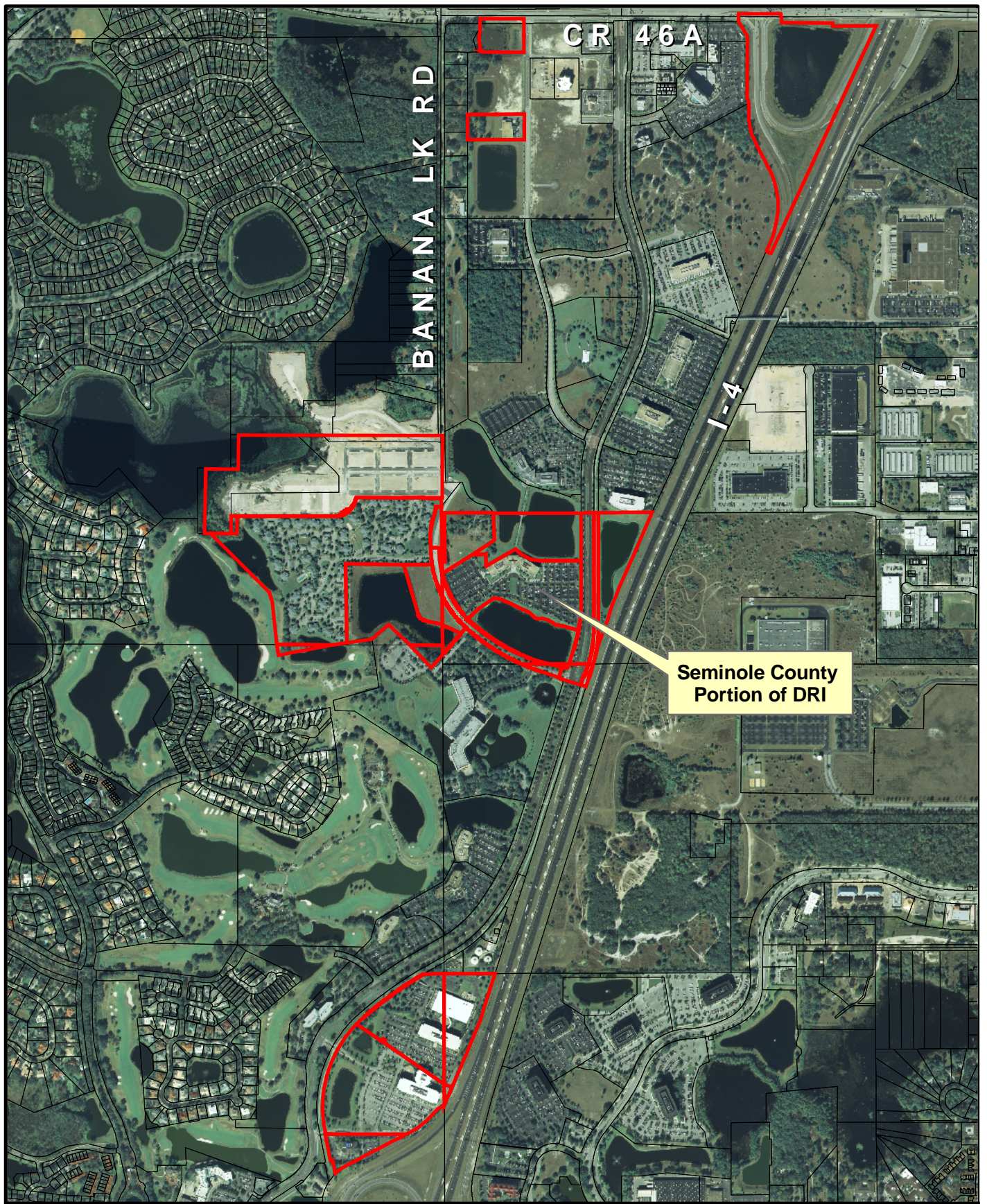
ATTACHMENTS:

1. Map of Tracts Addressed in Proposed Amendments
2. Aerial Map- Seminole County HIBC DRI Tract Jurisdiction
3. Maps and Aerials
4. Maps and Aerials
5. Second Amendment to Third Amendment and Restated Development Order
6. DRI Revised Map "H"
7. Developer Commitment Agreement
8. Final Master SitePlan
9. Letter
10. Email Correspondence
11. Minutes
12. Denial Development Order

Additionally Reviewed By:☒ County Attorney Review (Kathleen Furey-Tran)

Tracts Addressed in the Proposed Amendments



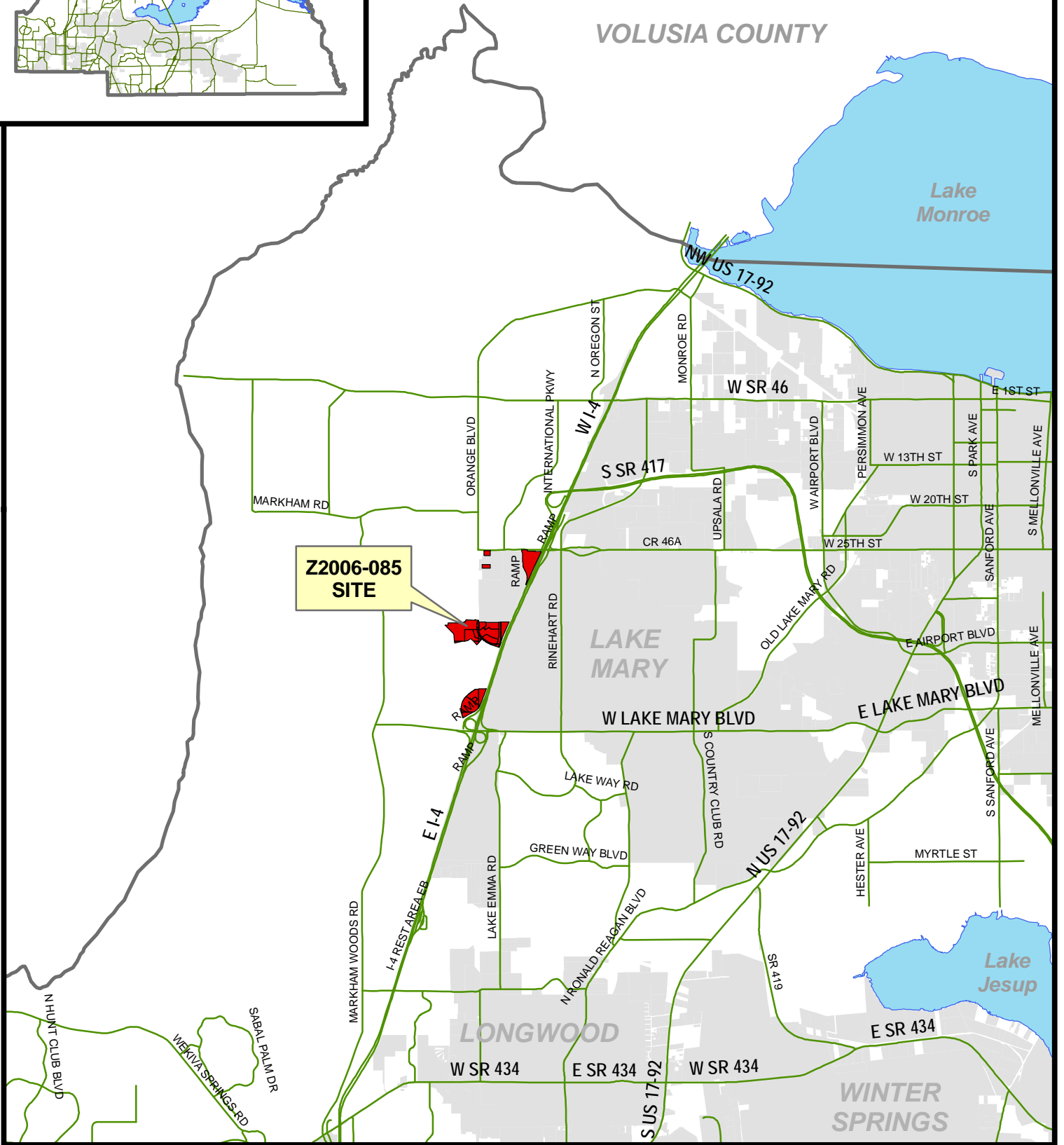
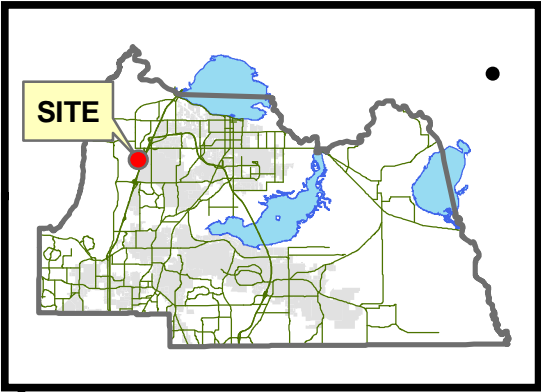


Rezone No: Z2006-085

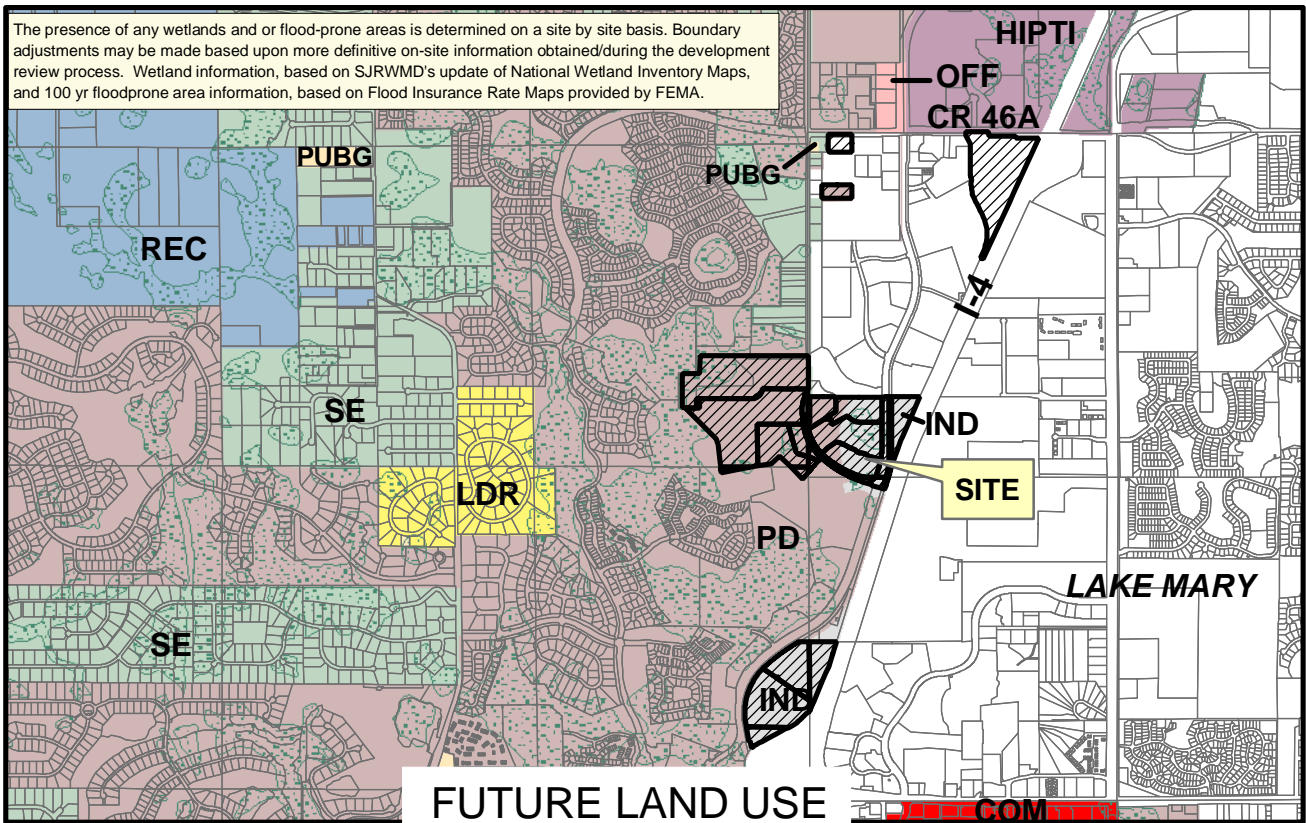
- Parcel
- Seminole County Portion of DRI



Winter 2006 Color Aerials

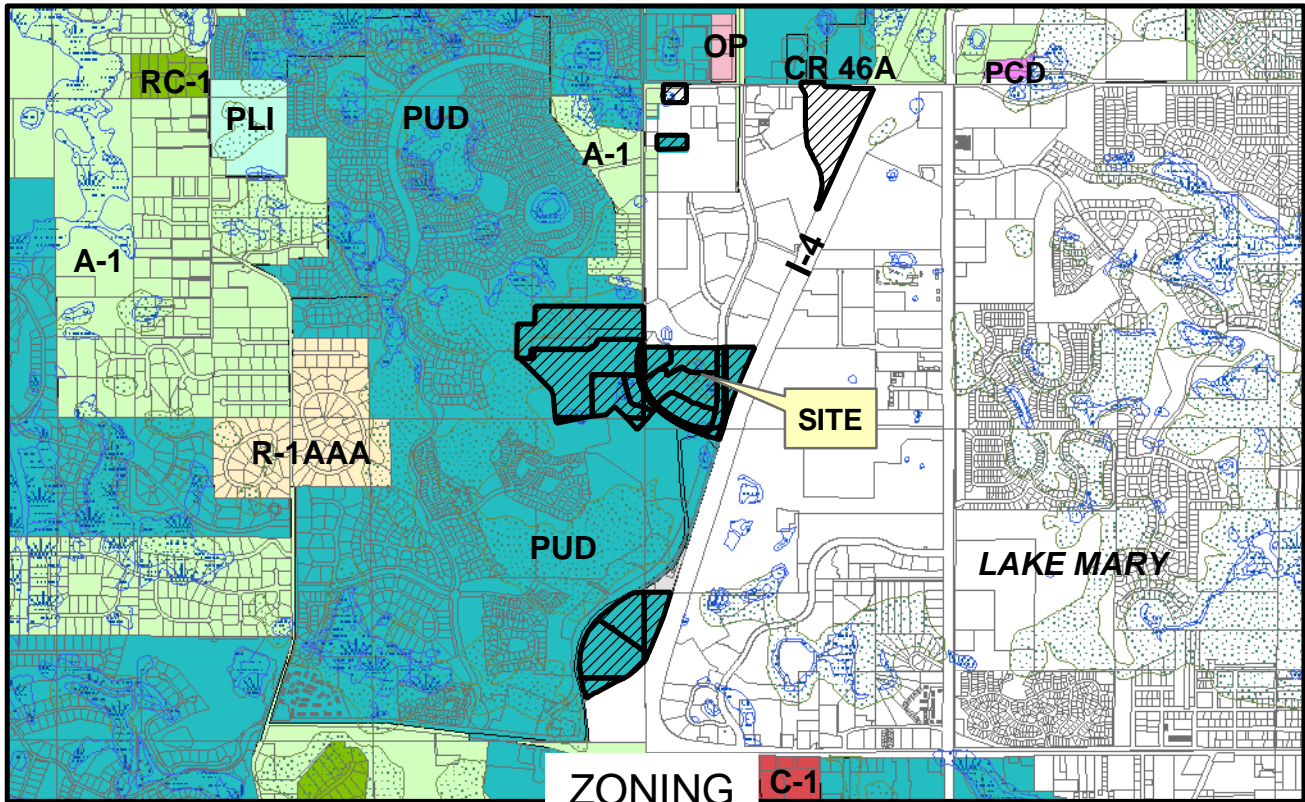


The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Applicant: Shutts & Bowen, LLP
 Physical STR: 06-20-30 & 01-20-29
 DRI Acres: 188 +/- BCC District: 5
 Existing Uses: vacant and office
 Special Notes: DRI NOPC and PUD Major Amendment

| | Amend/ Rezone# | From | To |
|--------|-------------------|------|----|
| FLU | -- | -- | -- |
| Zoning | Z2006-085 | -- | -- |



filename: L:\pl\projects\p&z\GIS\staff_report_pkgs2006\amendments\z2006-085.mxd -05/04/07
 DRI acreage provided by PM

This Instrument Prepared By
And After Recording Return To:

Robin G. Drage, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

**SECOND AMENDMENT TO
THIRD AMENDED AND RESTATED DEVELOPMENT ORDER
COLONIAL CENTER HEATHROW
(f.k.a. HEATHROW INTERNATIONAL BUSINESS CENTER)
(SEMINOLE COUNTY)**

THIS SECOND AMENDMENT TO THE THIRD AMENDED AND RESTATED DEVELOPMENT ORDER FOR HEATHROW INTERNATIONAL BUSINESS CENTER is made and executed this _____ day of _____, 2007, by SEMINOLE COUNTY, FLORIDA (the “County”) and COLONIAL REALTY LIMITED PARTNERSHIP, a Delaware limited partnership (“Colonial”).

W I T N E S S E T H:

WHEREAS, on May 25, 2001, the County adopted the Third Amended and Restated Development Order for the Heathrow International Business Center DRI (“HIBC”), recorded in Official Records Book 4019, Pages 0109, Public Records of Seminole County, Florida as amended by that certain First Amendment to the Third Amended and Restated Development Order for Heathrow International Business Center DRI dated October 14, 2003, and recorded in Official Records Book 06118 Page 06740688, Public Records of Seminole County, Florida; and

WHEREAS, Colonial Realty Limited Partnership is the developer (the “Master Developer”) of real property located in the City of Lake Mary and Seminole County known as the Colonial Center Heathrow DRI (“CCH”), more particularly described in Exhibit “A” attached hereto; and

WHEREAS, Colonial-Coscan Heathrow South LLC, Heathrow 4 LLC, and Heathrow E are collectively the owner of the properties referred to herein and are referred to collectively as the “Owner”; and

WHEREAS, the City of Lake Mary, Florida annexed certain properties in March 2006, more particularly described in Exhibit “B” attached hereto; and

WHEREAS, the Master Developer and Owner desires to modify the Third Amended and Restated Development Order for HIBC as amended by that certain First Amendment by (i) changing the name of the DRI to Colonial Center Heathrow, (ii) changing the DRI to allow multi-family development on the portions of the DRI located

within the City of Lake Mary, (iii) amending the DRI so that an additional 302 multi-family units are permitted, (iv) decreasing the total office square footage permitted by approximately 157,000 square feet while simultaneously increasing the number of multi-family units permitted in the DRI from 581 units to 867, (v) transferring office square footage entitlements from Seminole County to Lake Mary to compensate for the annexation, (vi) revising the open space/retention/lakes and right-of-way acreages, (vii) changing the land use designation for Tracts "E" and "O" from office to multi-family and (viii) changing the land use designation of Tracts "D" and "P" from office to office/multi-family; and

WHEREAS, the County has determined that the proposed changes to the Third Amended and Restated Development Order do not constitute a substantial deviation under Section 380.06(19), Florida Statutes.

NOW THEREFORE, the Third Amended and Restated Development Order for HIBC is hereby amended as follows:

1. The name of the Heathrow International Business Center Development of Regional Impact is hereby officially changed to Colonial Center Heathrow.
2. Section I.12.(a) Project (HIBC) Description in the Third Amendment and Restated Development Order as amended by that First Amendment shall be deleted in its entirety and replaced with the following provisions:

| <u>Land Use</u> | <u>Lake Mary</u> | <u>Seminole County</u> | <u>Total Project</u> |
|------------------------|---|--|--|
| Office | 1,804,750 SF <u>2,258,551</u> | 1,179,250 SF* <u>568,449</u> | 2,984,000 SF* <u>2,827,000</u> |
| College/University | -0- | 860 Students | 860 Students*** |
| Retail/ Commercial | 90,000 SF | -0- | 90,000 SF |
| Hotel | 304 RMS | -0- | 304 RMS |
| Day Care | -0- | 24,000 SF | 24,000 SF |
| Multifamily | 0 | 581 DU | 581 DU |
| <u>Townhomes</u> | <u>302 DU</u> | <u>252 DU</u> | <u>554 DU</u> |
| <u>Apartments</u> | <u>-0-</u> | <u>313 DU</u> | <u>313 DU</u> |

Parks:

| | | | |
|--------------|-----------|-----------|-----------|
| -Urban Park | 9.1 ACRES | -0- | 9.1 ACRES |
| -Linear Park | 5.1 ACRES | 1.9 ACRES | 7.0 ACRES |

| | | | |
|---------------------------------|-----------------------|-----------------------|----------------|
| Open Space/ Retention /Lakes | 27.5 ACRES | 57.8 ACRES | |
| | <u>59.4</u> | <u>25.2</u> | 84.6 ACRES**** |

| | | | |
|--------------|-----------------------|--|------------|
| Right-of-Way | 42.0 ACRES | 9.6 ACRES | 51.6 ACRES |
| | <u>20.19</u> | <u>6.3 (+ 25.11 ACRES Tract M ROW)</u> | |

* Includes Support Retail/Commercial, not to exceed 26,250 square feet and 14,000 square feet of office allotted to the parcel owned by SCC.

** Transfers in Office square footage between the City of Lake Mary and Seminole County shall be permitted. Notifications to DCA and ECFRPC of these transfers will not be required but will be required in the DRI Annual Report.

*** Trip generation potential for 860 students is equivalent to that which would be generated by approximately an 80,000 square foot educational facility.

****Open space for Tract Q (minimum 7.2 acres) is not included.

3. Section I.12.(h) is amended to read as follows:

| | <u>Minimum Threshold</u> | <u>Maximum Threshold</u> |
|--------------|--------------------------|---------------------------------|
| Office | 1,000,000 sf | 3,100,000 sf |
| Multi-family | 313 units | 584 <u>867</u> units |
| Commercial | 40,000 sf | 150,000 sf |
| Hotel | 300 rooms | 375 rooms |

4. Irrigation and Landscape Requirements. Tracts "O", "P", "E" and "D" shall be required to connect to the Seminole County reuse water system that currently exists in Colonial Center Heathrow (f/k/a Heathrow International Business Center) for landscape irrigation.

5. Master Plan. The Master Plan (Map H) for the DRI has been revised as the land use designation for Tracts "E" and "O" have been changed from office to multi-family and the land use designation for Tracts "D" and "P" have been changed from office to office/ multi-family. The revised Master Plan for the entire DRI (Map H) is attached hereto as Exhibit "C".

6. Legal Description. The legal description for the entire DRI is unchanged. The revised legal description for the Seminole County portion of the DRI is attached hereto as Exhibit "D", which reflects the annexation of 46.308 acres of County DRI property into Lake Mary.

7. Entire Agreement. Except as specifically amended hereby, the Third Amended and Restated Development Order and the First Amendment to the Third Amended and Restated Development Order shall continue in full force and effect in accordance with their terms.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST:

BOARD OF
COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE, CLERK

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

By: _____
CARLTON D. HENLEY,
CHAIRMAN

Date: _____

For the use and reliance of Seminole County
only. Approved as to form and legal
sufficiency.

County Attorney

As authorized for execution by the
Board of County Commissioners at
their Regular Meeting of _____
_____, 2007.

Signed, sealed and delivered
in the presence of:

Colonial Realty Limited Partnership, a
Delaware Limited Partnership.

Witness:

By: _____

Charles McGhee,
Executive Vice President

Date: _____

Printed Name: _____

Witness:

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2007, by Charles A. McGehee, as Executive Vice President of
Colonial Properties Trust, the general partner of Colonial Realty Limited Partnership, on
behalf of said partnership. He is personally known to me or has produced
_____ as identification.

NOTARY STAMP/SEAL

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

ACKNOWLEDGMENT AND CONSENT OF OWNER

The undersigned Owner agrees to and accepts all terms and conditions of the Second Amendment to Third Amended and Restated Development order as it applies to the development of Tracts "D", "E", "O" and "P" and a portion of tract "N".

Signed, sealed and delivered
in the presence of:
company

COLONIAL-COSCAN HEATHROW
SOUTH LLC, a Florida limited liability

Print Name

By: _____
Print Name: _____
Its: _____

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 2007, by _____, as the
_____ of Colonial-Coscan Heathrow South LLC, a Florida limited
liability company, on behalf of said company. _____ is personally known
to me or has produced _____ as identification and did not take an oath.

NOTARY STAMP/SEAL

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

ACKNOWLEDGMENT AND CONSENT OF OWNER

The undersigned Owner agrees to and accepts all terms and conditions of this Second Amendment to Third Amended and Restated Development order as it applies to the development of Tracts "D", "O", "E" and "P" and a portion of "N".

Signed, sealed and delivered
in the presence of:

HEATHROW 4 LLC,
a Delaware limited liability company

Print Name

By: _____
Print Name: _____
Its: _____

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, as the _____ of Heathrow 4 LLC, a Delaware limited liability company, on behalf of said company. _____ is personally known to me or has produced _____ as identification and did not take an oath.

NOTARY STAMP/SEAL

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

ACKNOWLEDGMENT AND CONSENT OF OWNER

The undersigned Owner agrees to and accepts all terms and conditions of this Second Amendment to Third Amended and Restated Development order as it applies to the development of Tracts "D", "O", "E" and "P" and a portion of "N".

Signed, sealed and delivered
in the presence of:

HEATHROW E LLC,
a Delaware limited liability company

Print Name

By: _____
Print Name: _____
Its: _____

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, as the _____ of Heathrow E LLC, a Delaware limited liability company, on behalf of said company. _____ is personally known to me or has produced _____ as identification and did not take an oath.

NOTARY STAMP/SEAL

NOTARY PUBLIC

Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF ENTIRE DRI (CITY AND COUNTY)

LEGAL DESCRIPTION (1 OF 8)

A TRACT OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6; THENCE NORTH 00° 04' 17" WEST, 1322.26 FEET; THENCE SOUTH 89° 57' 02" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 04' 17" WEST ALONG THE EAST RIGHT OF WAY OF BANANA LAKE ROAD AND A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1303.43 FEET; THENCE NORTH 00° 04' 43" WEST ALONG SAID RIGHT OF WAY AND ALONG A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1281.19 FEET; THENCE NORTH 89° 53' 25" EAST ALONG THE OCCUPIED NORTH LINE OF THE SOUTH 1281.20 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 1454.92 FEET; THENCE NORTH 00° 06' 26" EAST ALONG THE WEST RIGHT OF WAY OF THE ABANDONED S.C.L. RAILROAD FOR A DISTANCE OF 1744.77 FEET; THENCE SOUTH 89° 44' 51" EAST ALONG A LINE OF 25 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY OF STATE ROAD 46-A FOR A DISTANCE OF 537.17 FEET; THENCE SOUTH 00° 15' 09" WEST, 9.25 FEET; THENCE SOUTH 89° 44' 51" EAST, 560.00 FEET; THENCE SOUTH 30° 25' 23" EAST, 150.86 FEET; THENCE SOUTH 00° 14' 41" WEST, 529.96 FEET TO THE POINT OF CURVATURE OF A CURVE EASTERLY, HAVING A CENTRAL ANGLE OF 27°08'50" AND A RADIUS OF 730.62 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 346.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 26°54'09" EAST A DISTANCE OF 352.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 39°46'50" AND A RADIUS OF 669.94 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 465.14 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 11°15'00" AND A RADIUS OF 1,433.89 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 281.54 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 65°52'19" EAST A DISTANCE OF 12.00 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE WEST RIGHT OF WAY OF INTERSTATE NO. 4 (STATE ROAD #400) FOR A DISTANCE OF 700.49 FEET;

THENCE SOUTH 89° 53' 25" WEST ALONG THE NORTH LINE OF THE SOUTH 10 ACRES OF GOVERNMENT LOT 2 FOR A DISTANCE OF 42.32 FEET; THENCE SOUTH 00° 07' 40" EAST ALONG THE WEST LINE OF GOVERNMENT LOT 2 FOR A DISTANCE OF 93.94 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE AFORESAID WEST RIGHT OF WAY OF INTERSTATE NO. 4 FOR A DISTANCE OF 1703.05 FEET; THENCE NORTH 89° 57' 02" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 SECTION 6 FOR A DISTANCE OF 1817.51 FEET TO THE POINT OF BEGINNING.

CONTAINS: 193.15 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (2 OF 8)

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, RUN S89°44'51"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 723.84 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°15'09"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 46A (PAOLA ROAD) FOR A POINT OF BEGINNING; THENCE RUN S89°44'51"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 346.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHERLY HAVING A CENTRAL ANGLE OF 04°55'06" AND A RADIUS OF 4643.66 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 398.62 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY PER THE DEVELOPMENT AGREEMENT REGARDING INTERNATIONAL PARKWAY AND RECREATIONAL TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 769 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE CONCAVED SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 89°51'17" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S89°44'51"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY; THENCE S00°06'26"W, ALONG SAID RIGHT-OF-WAY LINE AND THE EXTENSION THEREOF, A DISTANCE OF 1702.23 FEET; THENCE S89°53'25"W, A DISTANCE OF 1257.92 FEET; THENCE N00°04'43"W, A DISTANCE OF 757.82 FEET; THENCE N89°30'12"W, A DISTANCE OF 205.01 FEET; THENCE N00°04'43"W, A DISTANCE OF 482.93 FEET; THENCE S89°35'54"E, A DISTANCE OF 205.00 FEET; THENCE N00°04'43"W, A DISTANCE OF 199.42 FEET; THENCE S89°53'34"E, A DISTANCE OF 492.59 FEET; THENCE N00°06'26"E, A DISTANCE OF 276.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.806 ACRES, MORE OR LESS.

LESS BELLSOUTH SITE AS RECORDED IN OFFICIAL RECORDS BOOK 4282, PAGE 1201 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
(2.500 AC)

CONTAINING 46.306 ACRES MORE OR LESS (NET)

LEGAL DESCRIPTION (3 OF 8)

A PORTION OF THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE S01°00'00"W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 200.03 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S01°00'00"W, A DISTANCE OF 149.97 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°00'00"W, A DISTANCE OF 285.00 FEET; THENCE N01°00'00"E, A DISTANCE OF 563.81 FEET; THENCE S89°00'00"E, A DISTANCE OF 285.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE N01°00'00"E, ALONG SAID WEST LINE, A DISTANCE OF 298.40 FEET TO THE NORTHWEST CORNER OF ISLAND LAKE PARK, AS RECORDED IN PLAT BOOK 9, PAGE 89, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN S89°52'48"E, ALONG THE NORTH LINE OF SAID ISLAND LAKE PARK AND ITS EASTERLY EXTENSION, A DISTANCE OF 1786.76 FEET TO A POINT ON THE CENTERLINE OF BANANA LAKE ROAD (A 50' RIGHT-OF-WAY); THENCE RUN S00°21'30"W ALONG SAID CENTERLINE, A DISTANCE OF 544.40 FEET; THENCE DEPARTING SAID CENTERLINE, RUN N90°00'00"W, A DISTANCE OF 750.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 66°48'54" AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF S08°27'53"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 233.23 FEET; THENCE DEPARTING SAID CURVE, RUN N90°00'00"W, A DISTANCE OF 898.78 FEET TO THE POINT OF BEGINNING.

LESS: RIGHT-OF-WAY FOR BANANA ROAD.

CONTAINING 29.591 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (4 of 8)

A TRACT OF LAND BEING A PORTION OF SECTION 1 AND 12, TOWNSHIP 20 SOUTH, RANGE 29 EAST AND SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH $00^{\circ} 04' 17''$ WEST ALONG THE WEST LINE OF SECTION 6 FOR A DISTANCE OF 73.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $42^{\circ} 30' 27''$ WEST, 149.49 FEET; THENCE NORTH $41^{\circ} 18' 38''$ WEST, 516.64 FEET; THENCE SOUTH $48^{\circ} 41' 20''$ WEST, 200.00 FEET; THENCE SOUTH $78^{\circ} 55' 17''$ WEST, 728.58 FEET; THENCE NORTH $04^{\circ} 15' 32''$ WEST, 471.30 FEET; THENCE NORTH $48^{\circ} 16' 27''$ WEST, 888.59 FEET; THENCE SOUTH $89^{\circ} 58' 52''$ EAST, 205.00 FEET; THENCE NORTH $00^{\circ} 19' 51''$ EAST, 149.97 FEET; THENCE EAST, A DISTANCE OF 898.78 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF $66^{\circ} 48' 54''$ AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF $N75^{\circ} 16' 47'' E$, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 233.23 FEET; THENCE DEPARTING SAID CURVE, RUN EAST 750.00 FEET; THENCE SOUTH $00^{\circ} 04' 17''$ EAST ALONG THE WEST LINE OF THE SOUTHWEST $1/4$ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST FOR 132.15 FEET; THENCE SOUTH $89^{\circ} 57' 02''$ EAST ALONG THE SOUTH LINE OF THE NORTH $1/2$ OF THE SOUTHWEST $1/4$ OF SAID SECTION 6 FOR A DISTANCE OF 1850.51 FEET; THENCE SOUTH $24^{\circ} 07' 41''$ WEST ALONG THE WEST RIGHT OF WAY OF INTERSTATE #4 (STATE ROAD #400) FOR A DISTANCE OF 282.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11,459.20 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $06^{\circ} 32' 30''$ FOR A DISTANCE OF 1308.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $17^{\circ} 35' 11''$ WEST, 70.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY RUN NORTH $72^{\circ} 24' 49''$ WEST, 400.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1800.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $24^{\circ} 55' 11''$ FOR A DISTANCE OF 782.88 FEET; THENCE SOUTH $42^{\circ} 30' 27''$ WEST, 285.78 FEET TO THE POINT OF BEGINNING.

CONTAINS: 91.5 ACRES MORE OR LESS.

LEGAL DESCRIPTION (5 of 8)

A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, AND SECTION 12, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA AND RUN NORTH 00° 21'05" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89° 46' 28" EAST, 459.09 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 4 (STATE ROAD NO. 400); THENCE RUN SOUTH 17° 35'11" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 429.25 FEET; THENCE SOUTH 21° 35' 11" WEST, 637.08 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1055.92 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 25' 29" FOR A DISTANCE OF 726.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 61° 00' 40" WEST, 495.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 00' 21" FOR 215.60 FEET TO A POINT LYING ON A CURVE CONCAVE WESTERLY HAVING A TANGENT BEARING OF NORTH 11° 00' 13" WEST AND A RADIUS OF 1379.58 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 24' 05" FOR 9.67 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11° 24' 18" WEST, 454.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1041.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00" FOR A DISTANCE OF 1090.33 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3445.17 FEET; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 21' 53" FOR A DISTANCE OF 683.36 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 59° 57' 35" EAST, 200.14 FEET; THENCE RUN SOUTH 00° 21' 05" EAST, 21.80 FEET TO THE POINT OF BEGINNING.

CONTAINS: 36.88 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (6 of 8)

A TRACT OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6; THENCE NORTH 00° 04' 17" WEST, 1322.26 FEET; THENCE SOUTH 89° 57' 02" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00° 04' 17" WEST ALONG THE EAST RIGHT OF WAY OF BANANA LAKE ROAD AND A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1303.44 FEET; THENCE NORTH 00° 04' 43" WEST ALONG SAID RIGHT OF WAY AND ALONG A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1281.20 FEET; THENCE NORTH 89° 53' 25" EAST ALONG THE OCCUPIED NORTH LINE OF THE SOUTH 1281.20 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 1454.93 FEET; THENCE NORTH 00° 06' 26" EAST ALONG THE WEST RIGHT OF WAY OF THE ABANDONED S.C.L. RAILROAD FOR A DISTANCE OF 1745.09 FEET; THENCE SOUTH 89° 44' 51" EAST ALONG A LINE OF 25 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY OF STATE ROAD 46-A FOR A DISTANCE OF 1474.55 FEET; THENCE SOUTH 00° 15' 09" WEST, 25.00 FEET; THENCE SOUTH 89° 44' 51" EAST, 440.00 FEET; THENCE SOUTH 00° 15' 09" WEST, 20.00 FEET; THENCE SOUTH 89° 44' 51" EAST, 364.98 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE WEST RIGHT OF WAY OF INTERSTATE NO. 4 (STATE ROAD #400) FOR A DISTANCE OF 2877.13 FEET; THENCE SOUTH 89° 53' 25" WEST ALONG THE NORTH LINE OF THE SOUTH 10 ACRES OF GOVERNMENT LOT 2 FOR A DISTANCE OF 42.32 FEET; THENCE SOUTH 00° 07' 40" EAST ALONG THE WEST LINE OF GOVERNMENT LOT 2 FOR A DISTANCE OF 93.94 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE AFORESAID WEST RIGHT OF WAY OF INTERSTATE NO. 4 FOR A DISTANCE OF 1708.48 FEET; THENCE NORTH 89° 57' 02" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 SECTION 6 FOR A DISTANCE OF 1817.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINS: 218.26 ACRES, MORE OR LESS.

LESS A TRACT OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6; THENCE NORTH 00° 04' 17" WEST, 1322.26 FEET; THENCE SOUTH 89° 57' 02" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00° 04' 17" WEST ALONG THE EAST RIGHT OF WAY OF BANANA LAKE ROAD AND A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1303.43 FEET; THENCE NORTH 00° 04' 43" WEST ALONG SAID RIGHT OF WAY AND ALONG A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1281.19 FEET; THENCE NORTH 89° 53' 25" EAST ALONG THE OCCUPIED NORTH LINE OF THE SOUTH 1281.20 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 1454.92 FEET; THENCE NORTH 00° 06' 26" EAST ALONG THE WEST RIGHT OF WAY OF THE ABANDONED S.C.L. RAILROAD FOR A DISTANCE OF 1744.77 FEET; THENCE SOUTH 89° 44' 51" EAST ALONG A LINE OF 25 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY OF STATE ROAD 46-A FOR A DISTANCE OF 537.17 FEET; THENCE SOUTH 00° 15' 09" WEST, 9.25 FEET; THENCE SOUTH 89° 44' 51" EAST, 560.00 FEET; THENCE SOUTH 30° 25' 23" EAST, 150.86 FEET; THENCE SOUTH 00° 14' 41" WEST, 529.96 FEET TO THE POINT OF CURVATURE OF A CURVE EASTERLY, HAVING A CENTRAL ANGLE OF 27°08'50" AND A RADIUS OF 730.62 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 346.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 26°54'09" EAST A DISTANCE OF 352.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 39°46'50" AND A RADIUS OF 669.94 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 465.14 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 11°15'00" AND A RADIUS OF 1,433.89 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 281.54 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 65°52'19" EAST A DISTANCE OF 12.00 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE WEST RIGHT OF WAY OF INTERSTATE NO. 4 (STATE ROAD #400) FOR A DISTANCE OF 700.49 FEET; THENCE SOUTH 89° 53' 25" WEST ALONG THE NORTH LINE OF THE SOUTH 10 ACRES OF GOVERNMENT LOT 2 FOR A DISTANCE OF 42.32 FEET; THENCE SOUTH 00° 07' 40" EAST ALONG THE WEST LINE OF GOVERNMENT LOT 2 FOR A DISTANCE OF 93.94 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE AFORESAID WEST RIGHT OF WAY OF INTERSTATE NO. 4 FOR A DISTANCE OF 1703.05 FEET; THENCE NORTH 89° 57' 02" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 SECTION 6 FOR A DISTANCE OF 1817.51 FEET TO THE **POINT OF BEGINNING**. (193.15 AC)

CONTAINING: 25.11 ACRES, MORE OR LESS. (NET)

LEGAL DESCRIPTION (7 OF 8)

SITE AS RECORDED IN OFFICIAL RECORDS BOOK 4282, PAGE 1201
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINS: 2.500 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (8 OF 8)

A TRACT OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6; THENCE NORTH 00°04'17" WEST ALONG THE WEST LINE OF SECTION 6 FOR 1646.86 FEET; THENCE SOUTH 89°58'52" EAST, 33.00 FEET; THENCE NORTH 00° 04' 17" WEST ALONG THE EAST RIGHT OF WAY OF BANANA LAKE ROAD ALONG A LINE 33.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 978.82 FEET; THENCE NORTH 00°04'43" WEST ALONG A LINE 33.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6 FOR 1281.20 FEET; THENCE NORTH 89°53'25" EAST ALONG THE OCCUPIED NORTH LINE OF THE SOUTH 1281.20 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 197.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARIES OF THAT TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 1555, PAGE 675 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, NORTH 00°04'43" WEST, 757.82 FEET; THENCE NORTH 89°30'12" WEST ALONG THE SOUTH LINE OF LOT 2, MULLINS SUBDIVISION, PER PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 41, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR A DISTANCE OF 205.00 FEET; THENCE NORTH 00°04'43" WEST ALONG THE EAST RIGHT OF WAY OF BANANA LAKE ROAD FOR 482.93 FEET; THENCE SOUTH 89°35'54" EAST ALONG THE NORTH LINE OF LOT 3 OF THE AFOREDESCRIBED SUBDIVISION FOR 205.00 FEET; THENCE NORTH 00°04'43" WEST, 222.16 FEET TO A POINT 4.77 CHAINS SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH 89°44'51" EAST 119.92 FEET TO CHURCH LAKE; THENCE ALONG THE WESTERLY SHORE NORTH 31°12'15" WEST, 33.42 FEET; THENCE NORTH 04°01'55" WEST, 50.00 FEET; THENCE NORTH 01°29'07" WEST, 50.00 FEET; THENCE NORTH 06°56'29" EAST, 49.06 FEET; THENCE NORTH 00°04'43" WEST, 112.75 FEET; THENCE SOUTH 89°44'51" EAST ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY OF STATE ROAD #46A FOR A DISTANCE OF 414.64 FEET; THENCE SOUTH 00°06'26" WEST, 15.00 FEET; THENCE SOUTH 89°44'51" EAST ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE SAID NORTH LINE OF SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROAD #46A FOR A DISTANCE OF 745.00 FEET; THENCE SOUTH 00°06'26" WEST ALONG THE WEST RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD (PRESENTLY ABANDONED) FOR 1730.09 FEET; THENCE SOUTH 89°53'25" WEST ALONG THE OCCUPIED NORTH LINE OF THE

SOUTH 1281.20 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 1257.93 FEET TO THE POINT OF BEGINNING.

CONTAINS: 51.957 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY RECORD.

LESS A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, RUN S89°44'51"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 723.84 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°15'09"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 46A (PAOLA ROAD) FOR A POINT OF BEGINNING; THENCE RUN S89°44'51"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 346.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHERLY HAVING A CENTRAL ANGLE OF 04°55'06" AND A RADIUS OF 4643.66 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 398.62 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY PER THE DEVELOPMENT AGREEMENT REGARDING INTERNATIONAL PARKWAY AND RECREATIONAL TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 769 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE CONCAVED SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 89°51'17" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S89°44'51"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY; THENCE S00°06'26"W, ALONG SAID RIGHT-OF-WAY LINE AND THE EXTENSION THEREOF, A DISTANCE OF 1702.23 FEET; THENCE S89°53'25"W, A DISTANCE OF 1257.92 FEET; THENCE N00°04'43"W, A DISTANCE OF 757.82 FEET; THENCE N89°30'12"W, A DISTANCE OF 205.01 FEET; THENCE N00°04'43"W, A DISTANCE OF 482.93 FEET; THENCE S89°35'54"E, A DISTANCE OF 205.00 FEET; THENCE N00°04'43"W, A DISTANCE OF 199.42 FEET; THENCE S89°53'34"E, A DISTANCE OF 492.59 FEET; THENCE N00°06'26"E, A DISTANCE OF 276.30 FEET TO THE POINT OF BEGINNING. (48.806 A.C.)

CONTAINING: 3.15 ACRES, MORE OR LESS. (NET)

EXHIBIT "B"

LEGAL DESCRIPTION PROPERTIES ANNEXED INTO LAKE MARY

SHEET 2 OF 2
SEE SHEET 1 FOR SKETCH

ANNEXATION EXHIBIT

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

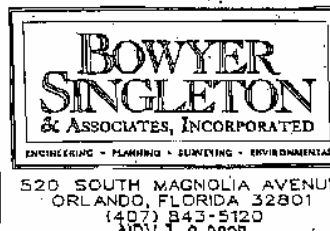
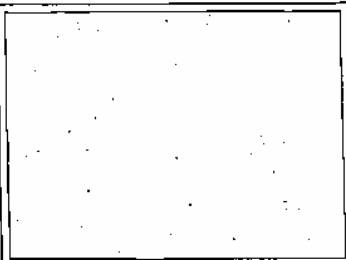
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, RUN S89°44'51"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 723.84 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°15'09"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 46A (PADUA ROAD) FOR A POINT OF BEGINNING; THENCE RUN S89°44'51"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 346.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHERLY HAVING A CENTRAL ANGLE OF 04°55'06" AND A RADIUS OF 4643.66 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 398.62 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY PER THE DEVELOPMENT AGREEMENT REGARDING INTERNATIONAL PARKWAY AND RECREATIONAL TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 769 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE CONCAVED SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 89°51'17" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S89°44'51"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY; THENCE S00°06'26"W, ALONG SAID RIGHT-OF-WAY LINE AND THE EXTENSION THEREOF, A DISTANCE OF 1702.23 FEET; THENCE S89°53'25"W, A DISTANCE OF 1257.92 FEET; THENCE N00°04'43"E, A DISTANCE OF 757.82 FEET; THENCE N89°30'12"W, A DISTANCE OF 205.01 FEET; THENCE N00°04'43"W, A DISTANCE OF 482.93 FEET; THENCE S89°35'54"E, A DISTANCE OF 205.00 FEET; THENCE N00°04'43"W, A DISTANCE OF 199.42 FEET; THENCE S89°53'34"E, A DISTANCE OF 492.59 FEET; THENCE N00°06'26"E, A DISTANCE OF 276.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.806 ACRES, MORE OR LESS.

LESS BELL SOUTH SITE AS RECORDED IN OFFICIAL RECORDS BOOK 4282, PAGE 1201 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. (2.500 AC)

CONTAINING 46.306 ACRES MORE OR LESS (NET)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.



SEMINOLE COUNTY FLORIDA

ANNEXATION
EXHIBIT

EXHIBIT “C”

REVISED MASTER PLAN ENTIRE DRI

EXHIBIT "D"

REVISED LEGAL DESCRIPTION SEMINOLE COUNTY PORTION OF DRI

LEGAL DESCRIPTION (1 of 6)

A PORTION OF THE SOUTH 1/2 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE S01°00'00"W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1, A DISTANCE OF 200.03 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S01°00'00"W, A DISTANCE OF 149.97 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°00'00"W, A DISTANCE OF 285.00 FEET; THENCE N01°00'00"E, A DISTANCE OF 563.81 FEET; THENCE S89°00'00"E, A DISTANCE OF 285.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE N01°00'00"E, ALONG SAID WEST LINE, A DISTANCE OF 298.40 FEET TO THE NORTHWEST CORNER OF ISLAND LAKE PARK, AS RECORDED IN PLAT BOOK 9, PAGE 89, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE, RUN S89°52'48"E, ALONG THE NORTH LINE OF SAID ISLAND LAKE PARK AND ITS EASTERLY EXTENSION, A DISTANCE OF 1786.76 FEET TO A POINT ON THE CENTERLINE OF BANANA LAKE ROAD (A 50' RIGHT-OF-WAY); THENCE RUN S00°21'30"W ALONG SAID CENTERLINE, A DISTANCE OF 544.40 FEET; THENCE DEPARTING SAID CENTERLINE, RUN N90°00'00"W, A DISTANCE OF 750.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 66°48'54" AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF S08°27'53"W, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 233.23 FEET; THENCE DEPARTING SAID CURVE, RUN N90°00'00"W, A DISTANCE OF 898.78 FEET TO THE POINT OF BEGINNING.

LESS: RIGHT-OF-WAY FOR BANANA ROAD.

CONTAINING 29.591 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (2 of 6)

A TRACT OF LAND BEING A PORTION OF SECTION 1 AND 12, TOWNSHIP 20 SOUTH, RANGE 29 EAST AND SECTIONS 6 AND 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 00° 04' 17" WEST ALONG THE WEST LINE OF SECTION 6 FOR A DISTANCE OF 73.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42° 30' 27" WEST, 149.49 FEET; THENCE NORTH 41° 18' 38" WEST, 516.64 FEET; THENCE SOUTH 48° 41' 20" WEST, 200.00 FEET; THENCE SOUTH 78° 55' 17" WEST, 728.58 FEET; THENCE NORTH 04° 15' 32" WEST, 471.30 FEET; THENCE NORTH 48° 16' 27" WEST, 888.59 FEET; THENCE SOUTH 89° 58' 52" EAST, 205.00 FEET; THENCE NORTH 00° 19' 51" EAST, 149.97 FEET; THENCE EAST, A DISTANCE OF 898.78 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 66° 48' 54" AND A RADIUS OF 200.00 FEET; THENCE FROM A TANGENT BEARING OF N75° 16' 47" E, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 233.23 FEET; THENCE DEPARTING SAID CURVE, RUN EAST 750.00 FEET; THENCE SOUTH 00° 04' 17" EAST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST FOR 132.15 FEET; THENCE SOUTH 89° 57' 02" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 FOR A DISTANCE OF 1850.51 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE WEST RIGHT OF WAY OF INTERSTATE #4 (STATE ROAD #400) FOR A DISTANCE OF 282.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 11,459.20 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 32' 30" FOR A DISTANCE OF 1308.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 17° 35' 11" WEST, 70.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY RUN NORTH 72° 24' 49" WEST, 400.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1800.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 55' 11" FOR A DISTANCE OF 782.88 FEET; THENCE SOUTH 42° 30' 27" WEST, 285.78 FEET TO THE POINT OF BEGINNING.

CONTAINS: 91.5 ACRES MORE OR LESS.

LEGAL DESCRIPTION (3 of 6)

A PORTION OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST, AND SECTION 12, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA AND RUN NORTH 00° 21'05" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89° 46' 28" EAST, 459.09 FEET TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 4 (STATE ROAD NO. 400); THENCE RUN SOUTH 17° 35'11" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 429.25 FEET; THENCE SOUTH 21° 35' 11" WEST, 637.08 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1055.92 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 25' 29" FOR A DISTANCE OF 726.57 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 61° 00' 40" WEST, 495.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 00' 21" FOR 215.60 FEET TO A POINT LYING ON A CURVE CONCAVE WESTERLY HAVING A TANGENT BEARING OF NORTH 11° 00' 13" WEST AND A RADIUS OF 1379.58 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 24' 05" FOR 9.67 FEET TO THE POINT OF TANGENCY; THENCE NORTH 11° 24' 18" WEST, 454.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1041.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 00' 00" FOR A DISTANCE OF 1090.33 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3445.17 FEET; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 21' 53" FOR A DISTANCE OF 683.36 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 59° 57' 35" EAST, 200.14 FEET; THENCE RUN SOUTH 00° 21' 05" EAST, 21.80 FEET TO THE POINT OF BEGINNING.

CONTAINS: 36.88 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (4 of 6)

A TRACT OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6; THENCE NORTH 00° 04' 17" WEST, 1322.26 FEET; THENCE SOUTH 89° 57' 02" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00° 04' 17" WEST ALONG THE EAST RIGHT OF WAY OF BANANA LAKE ROAD AND A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1303.44 FEET; THENCE NORTH 00° 04' 43" WEST ALONG SAID RIGHT OF WAY AND ALONG A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1281.20 FEET; THENCE NORTH 89° 53' 25" EAST ALONG THE OCCUPIED NORTH LINE OF THE SOUTH 1281.20 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 1454.93 FEET; THENCE NORTH 00° 06' 26" EAST ALONG THE WEST RIGHT OF WAY OF THE ABANDONED S.C.L. RAILROAD FOR A DISTANCE OF 1745.09 FEET; THENCE SOUTH 89° 44' 51" EAST ALONG A LINE OF 25 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY OF STATE ROAD 46-A FOR A DISTANCE OF 1474.55 FEET; THENCE SOUTH 00° 15' 09" WEST, 25.00 FEET; THENCE SOUTH 89° 44' 51" EAST, 440.00 FEET; THENCE SOUTH 00° 15' 09" WEST, 20.00 FEET; THENCE SOUTH 89° 44' 51" EAST, 364.98 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE WEST RIGHT OF WAY OF INTERSTATE NO. 4 (STATE ROAD #400) FOR A DISTANCE OF 2877.13 FEET; THENCE SOUTH 89° 53' 25" WEST ALONG THE NORTH LINE OF THE SOUTH 10 ACRES OF GOVERNMENT LOT 2 FOR A DISTANCE OF 42.32 FEET; THENCE SOUTH 00° 07' 40" EAST ALONG THE WEST LINE OF GOVERNMENT LOT 2 FOR A DISTANCE OF 93.94 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE AFORESAID WEST RIGHT OF WAY OF INTERSTATE NO. 4 FOR A DISTANCE OF 1708.48 FEET; THENCE NORTH 89° 57' 02" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 SECTION 6 FOR A DISTANCE OF 1817.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINS: 218.26 ACRES, MORE OR LESS.

LESS A TRACT OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6; THENCE NORTH 00° 04' 17" WEST, 1322.26 FEET; THENCE SOUTH 89° 57' 02" EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 00° 04' 17" WEST ALONG THE EAST RIGHT OF WAY OF BANANA LAKE ROAD AND A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1303.43 FEET; THENCE NORTH 00° 04' 43" WEST ALONG SAID RIGHT OF WAY AND ALONG A LINE 33 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 1281.19 FEET; THENCE NORTH 89° 53' 25" EAST ALONG THE OCCUPIED NORTH LINE OF THE SOUTH 1281.20 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 1454.92 FEET; THENCE NORTH 00° 06' 26" EAST ALONG THE WEST RIGHT OF WAY OF THE ABANDONED S.C.L. RAILROAD FOR A DISTANCE OF 1744.77 FEET; THENCE SOUTH 89° 44' 51" EAST ALONG A LINE OF 25 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY OF STATE ROAD 46-A FOR A DISTANCE OF 537.17 FEET; THENCE SOUTH 00° 15' 09" WEST, 9.25 FEET; THENCE SOUTH 89° 44' 51" EAST, 560.00 FEET; THENCE SOUTH 30° 25' 23" EAST, 150.86 FEET; THENCE SOUTH 00° 14' 41" WEST, 529.96 FEET TO THE POINT OF CURVATURE OF A CURVE EASTERLY, HAVING A CENTRAL ANGLE OF 27°08'50" AND A RADIUS OF 730.62 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 346.17 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 26°54'09" EAST A DISTANCE OF 352.78 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 39°46'50" AND A RADIUS OF 669.94 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 465.14 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 11°15'00" AND A RADIUS OF 1,433.89 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 281.54 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 65°52'19" EAST A DISTANCE OF 12.00 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE WEST RIGHT OF WAY OF INTERSTATE NO. 4 (STATE ROAD #400) FOR A DISTANCE OF 700.49 FEET; THENCE SOUTH 89° 53' 25" WEST ALONG THE NORTH LINE OF THE SOUTH 10 ACRES OF GOVERNMENT LOT 2 FOR A DISTANCE OF 42.32 FEET; THENCE SOUTH 00° 07' 40" EAST ALONG THE WEST LINE OF GOVERNMENT LOT 2 FOR A DISTANCE OF 93.94 FEET; THENCE SOUTH 24° 07' 41" WEST ALONG THE AFORESAID WEST RIGHT OF WAY OF INTERSTATE NO. 4 FOR A DISTANCE OF 1703.05 FEET; THENCE NORTH 89° 57' 02" WEST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 SECTION 6 FOR A DISTANCE OF 1817.51 FEET TO THE **POINT OF BEGINNING**. (193.15 AC)

CONTAINING: 25.11 ACRES, MORE OR LESS. (NET)

LEGAL DESCRIPTION (5 of 6)

SITE AS RECORDED IN OFFICIAL RECORDS BOOK 4282, PAGE 1201
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINS: 2.500 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (6 of 6)

A TRACT OF LAND BEING A PORTION OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6; THENCE NORTH 00°04'17" WEST ALONG THE WEST LINE OF SECTION 6 FOR 1646.86 FEET; THENCE SOUTH 89°58'52" EAST, 33.00 FEET; THENCE NORTH 00° 04' 17" WEST ALONG THE EAST RIGHT OF WAY OF BANANA LAKE ROAD ALONG A LINE 33.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6 FOR A DISTANCE OF 978.82 FEET; THENCE NORTH 00°04'43" WEST ALONG A LINE 33.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6 FOR 1281.20 FEET; THENCE NORTH 89°53'25" EAST ALONG THE OCCUPIED NORTH LINE OF THE SOUTH 1281.20 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 197.00 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARIES OF THAT TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 1555, PAGE 675 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, NORTH 00°04'43" WEST, 757.82 FEET; THENCE NORTH 89°30'12" WEST ALONG THE SOUTH LINE OF LOT 2, MULLINS SUBDIVISION, PER PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 41, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR A DISTANCE OF 205.00 FEET; THENCE NORTH 00°04'43" WEST ALONG THE EAST RIGHT OF WAY OF BANANA LAKE ROAD FOR 482.93 FEET; THENCE SOUTH 89°35'54" EAST ALONG THE NORTH LINE OF LOT 3 OF THE AFOREDESCRIBED SUBDIVISION FOR 205.00 FEET; THENCE NORTH 00°04'43" WEST, 222.16 FEET TO A POINT 4.77 CHAINS SOUTH OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6; THENCE SOUTH 89°44'51" EAST 119.92 FEET TO CHURCH LAKE; THENCE ALONG THE WESTERLY SHORE NORTH 31°12'15" WEST, 33.42 FEET; THENCE NORTH 04°01'55" WEST, 50.00 FEET; THENCE NORTH 01°29'07" WEST, 50.00 FEET; THENCE NORTH 06°56'29" EAST, 49.06 FEET; THENCE NORTH 00°04'43" WEST, 112.75 FEET; THENCE SOUTH 89°44'51" EAST ALONG A LINE 25.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY OF STATE ROAD #46A FOR A DISTANCE OF 414.64 FEET; THENCE SOUTH 00°06'26" WEST, 15.00 FEET; THENCE SOUTH 89°44'51" EAST ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE SAID NORTH LINE OF SECTION 6 AND ALONG THE SOUTH RIGHT OF WAY LINE OF STATE ROAD #46A FOR A DISTANCE OF 745.00 FEET; THENCE SOUTH 00°06'26" WEST ALONG THE WEST RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD (PRESENTLY ABANDONED) FOR 1730.09 FEET; THENCE SOUTH 89°53'25" WEST ALONG THE OCCUPIED NORTH LINE OF THE

SOUTH 1281.20 FEET OF GOVERNMENT LOT 4 FOR A DISTANCE OF 1257.93 FEET TO THE POINT OF BEGINNING.

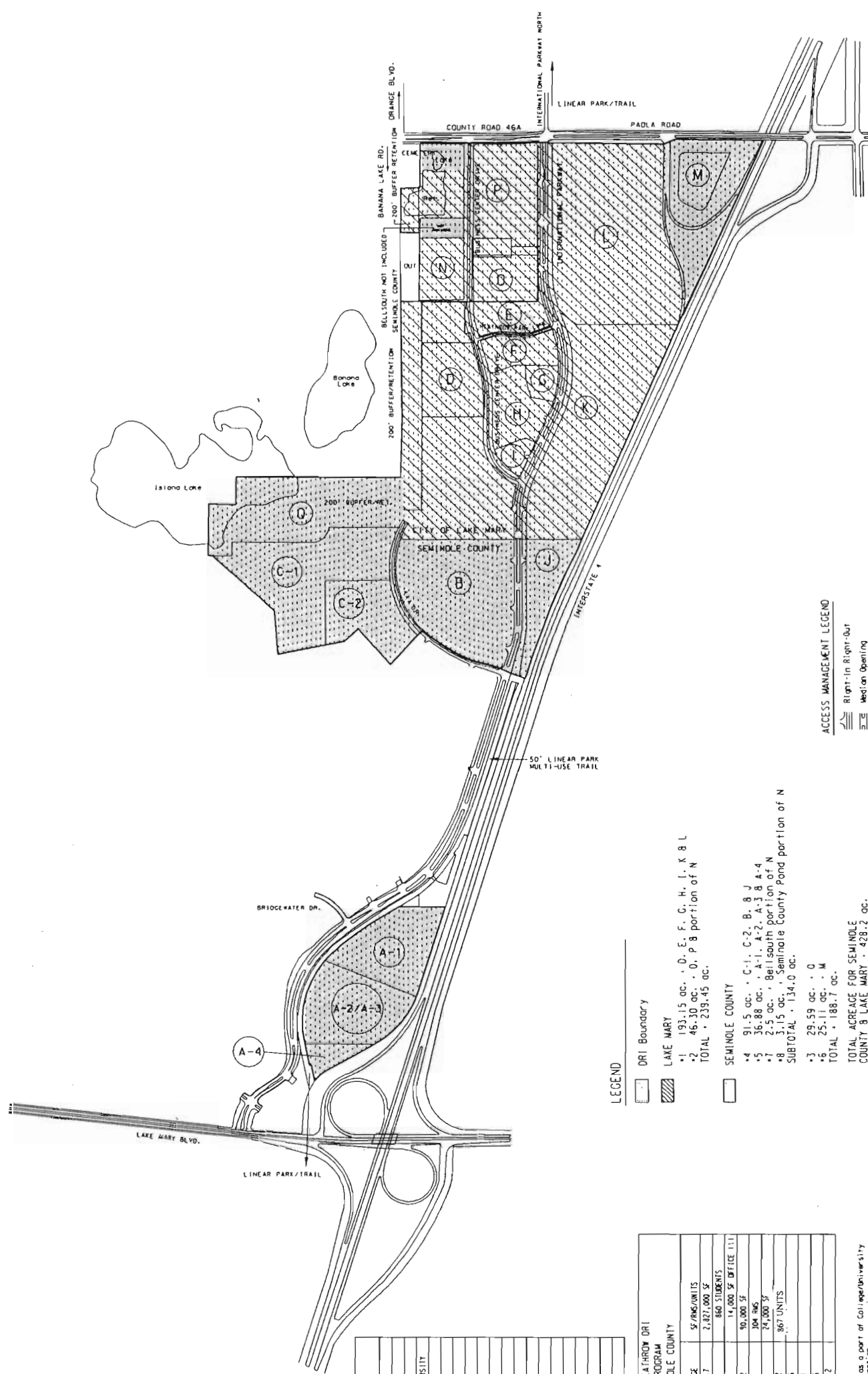
CONTAINS: 51.957 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT OF WAY RECORD.

LESS A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, RUN S89°44'51"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 723.84 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°15'09"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 46A (PAOLA ROAD) FOR A POINT OF BEGINNING; THENCE RUN S89°44'51"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 346.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVED NORTHERLY HAVING A CENTRAL ANGLE OF 04°55'06" AND A RADIUS OF 4643.66 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 398.62 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL PARKWAY PER THE DEVELOPMENT AGREEMENT REGARDING INTERNATIONAL PARKWAY AND RECREATIONAL TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 3137, PAGE 769 PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE CONCAVED SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 89°51'17" AND A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S89°44'51"E RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENCY; THENCE S00°06'26"W, ALONG SAID RIGHT-OF-WAY LINE AND THE EXTENSION THEREOF, A DISTANCE OF 1702.23 FEET; THENCE S89°53'25"W, A DISTANCE OF 1257.92 FEET; THENCE N00°04'43"W, A DISTANCE OF 757.82 FEET; THENCE N89°30'12"W, A DISTANCE OF 205.01 FEET; THENCE N00°04'43"W, A DISTANCE OF 482.93 FEET; THENCE S89°35'54"E, A DISTANCE OF 205.00 FEET; THENCE N00°04'43"W, A DISTANCE OF 199.42 FEET; THENCE S89°53'34"E, A DISTANCE OF 492.59 FEET; THENCE N00°06'26"E, A DISTANCE OF 276.30 FEET TO THE POINT OF BEGINNING. (48.806 A.C.)

CONTAINING: 3.15 ACRES, MORE OR LESS. (NET)

I:\pl\projects\developments of regional impact\heathrow ibc\hibc nopc 4_23_07.doc



| TRACT | DESIGNATION | LAND USE |
|---------------|-------------|---------------------------|
| TRACT A-1 | | OFFICE |
| TRACT A-2/A-3 | | OFFICE |
| TRACT A-4 | | OFFICE |
| TRACT B | | OFFICE/COLLEGE/UNIVERSITY |
| TRACT C-1 | | MAXI-T-FAMILY |
| TRACT C-2 | | DAY CARE |
| TRACT D | | MAXI-T-FAMILY/OFFICE |
| TRACT E | | MAXI-T-FAMILY |
| TRACT F | | OFFICE |
| TRACT G | | SUPPORT DETAIL/CDMA |
| TRACT H | | URBAN PARK |
| TRACT I | | SUPPORT DETAIL/CDMA |
| TRACT J | | RENTION |
| TRACT K | | OFFICE |
| TRACT L | | RETAIL/OFFICE/HOTEL |
| TRACT M | | R.O.W. |
| TRACT N | | RENTION |
| TRACT O | | MAXI-T-FAMILY |
| TRACT P | | OFFICE/MAXI-T-FAMILY |
| TRACT Q | | MAXI-T-FAMILY |

| LAND USE | AVERAGE | SF/MS/UNIT |
|----------------------------|---------|----------------------|
| COLLEGE/UNIVERSITY | 150.7 | 2,427,000 SF |
| OFFICE | | 860 STUDENTS |
| | | 14,000 SF OFFICE/111 |
| RETAIL | 30.2 | 90,000 SF |
| HOTEL | | 104 RMS |
| DAY CARE | 1.8 | 24,000 SF |
| MULTI-FAMILY | 85.2 | 867 UNITS |
| OPEN SPACE/LAKE/RECREATION | | |
| PARKS | 16.1 | |
| RIGHT OF WAY | 511.8 | |
| TOTAL | 428.2 | |

- (1) Development of 14,000 sq. ft. of office as a part of College/University shall be deducted from the total office allocation.
- (2) Development of office on tract L shall be deducted from the total office allocation.
- (3) Office use includes Support Retail / Commercial uses.

(3) Office use includes Support Retail / Commercial uses.

[illegible]

SHUTTIS & BOWEN, LLP.
300 SOUTH ORANGE AVE.
P.O. BOX 4956
FORT LAUDERDALE, FLORIDA 33301
(407) 423-3200

**BOWYER SINGLETON
& ASSOCIATES, INCORPORATED**
320 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
407-843-5170 • ENGINEERING BUSINESS • 1121



| Date | FEB. 2007 |
|--------------|------------|
| DECEMBER | M.F. |
| OCTOBER | M.F. |
| JANUARY | T. 6007 |
| RECEIVED NO. | NEL |
| PAGE | NO. 1 OF 1 |

SEMINOLE CO., LAKE MARY
FLORIDA

REVISED MAP "H"

COLONIAL CENTER HEATHROW DRI
(FKA HEATHROW INTERNATIONAL BUSINESS CENTER DRI)

ACCESS MANAGEMENT LEGEND

| | |
|---|--------------------|
|  | Right-In Right-Out |
|  | Median Opening |

**SECOND AMENDMENT TO
THIRD AMENDED AND RESTATED COMMITMENTS,
CLASSIFICATION AND DISTRICT DESCRIPTION
COLONIAL CENTER HEATHROW
(FORMERLY HEATHROW INTERNATIONAL BUSINESS CENTER)**

On May 8, 2001, the Board of County Commissioners adopted the Third Amended and Restated Commitments, Classification and District Description for the Heathrow International Business Center Planned Unit Development (the “HIBC PUD”) recorded at Official Records Book 4091, Page 0145 .

On October 14, 2003, the Board of County Commissioners adopted the First Amendment to the Third Amended and Restated Commitments, Classification and District Description for the HIBC PUD recorded at Official Records Book 06116, Page 0663.

On March 16, 2006, the City of Lake Mary annexed 46.31 acres, more or less, of the HIBC by City of Lake Mary Ordinance Number 1192, recorded at Official Records Book 06167, Page 1294. The 46.31 acres is generally located immediately southwest of the intersection of CR 46A and International Parkway and may be referred to as the “Coscan Developments”.

This Second Amendment deletes Tables III-1 and III-2 contained in the Third Amended and Restated Commitments, Classification and District Description and the First Amendment to the Third Amended and Restated Commitments, Classification and District Description for the HIBC PUD and replaces Tables III-1 and III-2 as set forth herein.

This Second Amendment changes the name of the HIBC PUD to “Colonial Center Heathrow PUD”, and provides a revised legal description and PUD master plan to reflect the annexation of the 46.31 acres cited herein.

Therefore, the Third Amended and Restated Commitments, Classification and District Description for the Colonial Center Heathrow PUD is hereby amended as follows:

Section 1. Tables III-1 and III-2 of the PUD are hereby deleted in their entirety and in their place thereof shall be inserted the following Tables III-1 and III-2:

III. LAND USE TABLE

Table III-1

HEATHROW INTERNATIONAL BUSINESS CENTER **COLONIAL CENTER HEATHROW** **LAND USE DATA**

Total PUD Development Program **Lake Mary and Seminole County PUD Development Program**

| <u>Land Use Classification</u> | <u>Acres</u> | <u>Square Feet</u> | <u>Units</u> | <u>Rooms</u> | <u>Students</u> |
|--------------------------------|--------------------|--------------------------------|----------------|--------------|------------------|
| Office ¹ | 176.9 150.7 | 2,984,000 2,827,000 | | | |
| College/University | | | | | 860 ² |
| Retail/Commercial | 46.7 38.2 | 90,000 | | | |
| Hotel | | | | 304 | |
| Day Care | 1.8 | 24,000 | | | |
| Multifamily | 29.4 55.6 | | 313 615 | | |
| Parks: | | | | | |
| Urban Park | 9.1 | | | | |
| Linear Park | 7.0 | | | | |
| Open Space/Retention/Lakes | 84.6 ³ | | | | |
| Right-of-Way | 26.49 | | | | |
| <u>Sub Total</u> | 373.49 | | | | |
| <u>Right-of-way Tract M</u> | 25.11 | | | | |
| TOTAL | 407.1 398.6 | 3,098,000 2,941,000 | 313 615 | 304 | 860 |

¹ Office use includes Support Retail/Commercial uses and Campus Office use. 14,000 square feet of office is allotted to the parcel owned by Seminole Community College.

² Trip generation potential for 860 students is equivalent to that which would be generated by approximately an 80,000 square foot education facility.

³ Includes lift station easement on Tract B.

Table III-2

HEATHROW INTERNATIONAL BUSINESS CENTER
COLONIAL CENTER HEATHROW

LAND USE DATA

Seminole County PUD Development Program

| <u>Land Use Classification</u> | <u>Acres</u> | <u>Square Feet</u> | <u>Units</u> | <u>Students</u> |
|--------------------------------|---|--|--------------|------------------|
| Office ¹ | 89.1 <u>69.4</u> | 1,179,250 <u>544,449²</u> | | |
| College/University | | | | 860 ³ |
| Day Care | 1.8 | 24,000 | | |
| Multifamily | 29.4 | | 313 | |
| Linear Park | 1.9 | | | |
| Open Space/Retention/Lakes | 57.0 <u>25.2⁴</u> | | | |
| Right-of-Way | 9.6 <u>6.3</u> | | | |
| <u>Sub Total</u> | <u>134.0</u> | <u>568,449</u> | | |
| <u>Right-of-Way Tract M</u> | <u>25.11</u> | | | |
| TOTAL | 188.8 <u>159.11</u> | 1,203,250 <u>568,449</u> | 313 | 860 |

¹ Office use includes Support Retail/Commercial uses and Campus Office uses, and 14,000 square foot of office allotted to the parcel owned by Seminole Community College.

² Estimate of remainder of office square footage entitlement post annexation, including 14,000 square feet in Seminole Community College.

³ Trip generation potential for 860 students is equivalent to that which would be generated by approximately an 80,000 square foot educational facility.

⁴ Includes lift station easement on Tract B.

Section 2. The amended legal description and master plan for the PUD are attached as Exhibits "A" and "B", respectively. The amended open space summary table is attached as Exhibit "C".

Section 4. Except as specifically amended hereby, the Third Amended and Restated Commitments, Classification and District Description, and the First Amendment to the Third Amended and Restated Commitments, Classification and District Description, shall continue in full force and effect in accordance with their terms.

Section 5. This Second Amendment to the Third Amended and Restated Commitments, Classification and District Description shall be effective immediately upon the date of its execution by the last of the parties hereto to execute the same.

Signed, sealed and delivered
in the presence of:

Colonial Properties Trust

Witness:

By: _____

Charles McGhee,
Executive Vice President

Printed Name: _____

Witness:

Date: _____

Printed Name: _____

ATTEST:

BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE, CLERK

By: _____
CARLTON D. HENLEY,
CHAIRMAN

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

Date: _____

For the use and reliance of Seminole County
only Approved as to form and legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their Regular Meeting of _____
_____, 2007

County Attorney

Exhibit "A"
Amended Legal Description
Seminole County Portion

LEGAL DESCRIPTION

(1 of 5)

A tract of land being a portion of section 1 and 12, township 20 south, range 29 east and Sections 6 and 7, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the southwest corner of said section 6; thence north 00° 04' 17" west along the west line of section 6 for a distance of 73.27 feet to the point of beginning; thence south 42° 30' 27" west, 149.49 feet; thence north 41° 18' 38" west, 516.64 feet; thence south 48° 41' 20" west, 200.00 feet; thence south 78° 55' 17" west, 728.58 feet; thence north 04° 15' 32" west, 471.30 feet; thence north 48° 16' 27" west, 888.59 feet; thence south 89° 58' 52" east, 205.00 feet; thence north 00° 19' 51" east, 149.97 feet; thence east, a distance of 898.78 feet to a point on a curve, concave northwesterly, having a central angle of 66°48'54" and a radius of 200.00 feet; thence from a tangent bearing of n75°16'47"e, run northeasterly along the arc of said curve, a distance of 233.23 feet; thence departing said curve, run east 750.00 feet; thence south 00° 04' 17" east along the west line of the southwest 1/4 of section 6, township 20 south, range 30 east for 132.15 feet; thence south 89° 57' 02" east along the south line of the north 1/2 of the southwest 1/4 of said section 6 for a distance of 1850.51 feet; thence south 24° 07' 41" west along the west right of way of interstate #4 (state road #400) for a distance of 282.51 feet to the point of curvature of a curve concave southeasterly having a radius of 11,459.20 feet; thence run southerly along the arc of said curve through a central angle of 06° 32' 30" for a distance of 1308.34 feet to the point of tangency; thence south 17° 35' 11" west, 70.00 feet; thence departing said right of way run north 72° 24' 49" west, 400.00 feet to the point of curvature of a curve concave northeasterly having a radius of 1800.00 feet; thence northwesterly along the arc of said curve through a central angle of 24° 55' 11" for a distance of 782.88 feet; thence south 42° 30' 27" west, 285.78 feet to the point of beginning.

Contains: 91.5 acres more or less.

LEGAL DESCRIPTION

(2 of 5)

A portion of Section 7, Township 20 South, Range 30 East, and Section 12, Township 20 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at the west 1/4 corner of section 7, township 20 south, range 29 east, Seminole County, Florida and run north $00^{\circ} 21' 05''$ west along the west line of the northwest 1/4 of said section 7 for a distance of 0.50 feet to the point of beginning; thence run north $89^{\circ} 46' 28''$ east, 459.09 feet to the westerly right of way line of interstate no. 4 (state road no. 400); thence run south $17^{\circ} 35' 11''$ west along said right of way line for a distance of 429.25 feet; thence south $21^{\circ} 35' 11''$ west, 637.08 feet to the point of curvature of a curve, concave northwesterly and having a radius of 1055.92 feet; thence run southwesterly along the arc of said curve through a central angle of $39^{\circ} 25' 29''$ for a distance of 726.57 feet to the point of tangency; thence south $61^{\circ} 00' 40''$ west, 495.72 feet to the point of curvature of a curve concave southeasterly having a radius of 475.00 feet; thence southwesterly along the arc of said curve through a central angle of $26^{\circ} 00' 21''$ for 215.60 feet to a point lying on a curve concave westerly having a tangent bearing of north $11^{\circ} 00' 13''$ west and a radius of 1379.58 feet; thence northerly along the arc of said curve through a central angle of $00^{\circ} 24' 05''$ for 9.67 feet to the point of tangency; thence north $11^{\circ} 24' 18''$ west, 454.11 feet to a point of curvature of a curve concave southeasterly and having a radius of 1041.19 feet; thence run northeasterly along the arc of said curve through a central angle of $60^{\circ} 00' 00''$ for a distance of 1090.33 feet to a point of compound curvature of a curve concave southeasterly and having a radius of 3445.17 feet; thence continue northeasterly along the arc of said curve through a central angle of $11^{\circ} 21' 53''$ for a distance of 683.36 feet to the point of tangency; thence run north $59^{\circ} 57' 35''$ east, 200.14 feet; thence run south $00^{\circ} 21' 05''$ east, 21.80 feet to the point of beginning.

Contains: 36.88 acres, more or less.

LEGAL DESCRIPTION

(3 of 5)

A tract of land being a portion of Section 6, Township 20 south, Range 30 east, Seminole County, Florida, being more particularly described as follows:

Commence at the southwest corner of section 6; thence north 00° 04' 17" west, 1322.26 feet; thence south 89° 57' 02" east along the south line of the north 1/2 of the southwest 1/4 of section 6 for a distance of 33.00 feet to the point of beginning; thence north 00° 04' 17" west along the east right of way of banana lake road and a line 33 feet east of and parallel to the west line of the southwest 1/4 of section 6 for a distance of 1303.44 feet; thence north 00° 04' 43" west along said right of way and along a line 33 feet east of and parallel to the west line of the northwest 1/4 of section 6 for a distance of 1281.20 feet; thence north 89° 53' 25" east along the occupied north line of the south 1281.20 feet of government lot 4 for a distance of 1454.93 feet; thence north 00° 06' 26" east along the west right of way of the abandoned s.c.l. railroad for a distance of 1745.09 feet; thence south 89° 44' 51" east along a line of 25 feet south of and parallel to the north line of section 6 and along the south right of way of state road 46-a for a distance of 1474.55 feet; thence south 00° 15' 09" west, 25.00 feet; thence south 89° 44' 51" east, 440.00 feet; thence south 00° 15' 09" west, 20.00 feet; thence south 89° 44' 51" east, 364.98 feet; thence south 24° 07' 41" west along the west right of way of interstate no. 4 (state road #400) for a distance of 2877.13 feet; thence south 89° 53' 25" west along the north line of the south 10 acres of government lot 2 for a distance of 42.32 feet; thence south 00° 07' 40" east along the west line of government lot 2 for a distance of 93.94 feet; thence south 24° 07' 41" west along the aforesaid west right of way of interstate no. 4 for a distance of 1708.48 feet; thence north 89° 57' 02" west along the south line of the north 1/2 of the southwest 1/4 section 6 for a distance of 1817.51 feet to the point of beginning.

Contains: 218.26 acres, more or less.

Less a tract of land being a portion of section 6, township 20 south, range 30 east, Seminole County, Florida, being more particularly described as follows:

Commence at the southwest corner of section 6; thence north 00° 04' 17" west, 1322.26 feet; thence south 89° 57' 02" east along the south line of the north 1/2 of the southwest 1/4 of section 6 for a distance of 33.00 feet to the point of beginning; thence north 00° 04' 17" west along the east right of way of banana lake road and a line 33 feet east of and parallel to the west line of the southwest 1/4 of section 6 for a distance of 1303.43 feet; thence north 00° 04' 43" west along said right of way and along a line 33 feet east of and parallel to the west line of the northwest 1/4 of section 6 for a distance of 1281.19 feet; thence north 89° 53' 25" east along the occupied north line of the south 1281.20 feet of government lot 4 for a distance of 1454.92 feet; thence north 00° 06' 26" east along the west right of way of the abandoned s.c.l. railroad for a distance of 1744.77 feet; thence south 89° 44' 51" east along a line of 25 feet south of and parallel to the north line of section 6 and along the south right of way of state road 46-a for a distance of 537.17 feet; thence south 00° 15' 09" west, 9.25 feet; thence south 89° 44' 51" east,

560.00 feet; thence south 30° 25' 23" east, 150.86 feet; thence south 00° 14' 41" west, 529.96 feet to the point of curvature of a curve easterly, having a central angle of 27°08'50" and a radius of 730.62 feet; thence run southerly along the arc of said curve, a distance of 346.17 feet to the point of tangency; thence south 26°54'09" east a distance of 352.78 feet to the point of curvature of a curve, concave westerly, having a central angle of 39°46'50" and a radius of 669.94 feet; thence run southerly along the arc of said curve, a distance of 465.14 feet to the point of compound curvature of a curve, concave westerly, having a central angle of 11°15'00" and a radius of 1,433.89 feet; thence run southerly along the arc of said curve, a distance of 281.54 feet; thence departing said curve, run south 65°52'19" east a distance of 12.00 feet; thence south 24° 07' 41" west along the west right of way of interstate no. 4 (state road #400) for a distance of 700.49 feet; thence south 89° 53' 25" west along the north line of the south 10 acres of government lot 2 for a distance of 42.32 feet; thence south 00° 07' 40" east along the west line of government lot 2 for a distance of 93.94 feet; thence south 24° 07' 41" west along the aforesaid west right of way of interstate no. 4 for a distance of 1703.05 feet; thence north 89° 57' 02" west along the south line of the north 1/2 of the southwest 1/4 section 6 for a distance of 1817.51 feet to the point of beginning. (193.15 ac)

Containing: 25.11 acres, more or less. (Net)

LEGAL DESCRIPTION

(4 of 5)

Site as recorded in official records book 4282, page 1201 public records of Seminole County, Florida.

Contains: 2.500 acres, more or less.

LEGAL DESCRIPTION

(5 of 5)

A tract of land being a portion of Section 6, Township 20 South, Range 30 West, Seminole County, Florida, being more particularly described as follows:

Commence at the southwest corner of section 6; thence north 00°04'17" west along the west line of section 6 for 1646.86 feet; thence south 89°58'52" east, 33.00 feet; thence north 00° 04' 17" west along the east right of way of banana lake road along a line 33.00 feet east of and parallel to the west line of the southwest 1/4 of section 6 for a distance of 978.82 feet; thence north 00°04'43" west along a line 33.00 feet east of and parallel to the west line of the northwest 1/4 of section 6 for 1281.20 feet; thence north 89°53'25" east along the occupied north line of the south 1281.20 feet of government lot 4 for a distance of 197.00 feet to the point of beginning; thence along the boundaries of that tract described in official records book 1555, page 675 public records of Seminole County, Florida, north 00°04'43" west, 757.82 feet; thence north 89°30'12" west along the south line of lot 2, mullins subdivision, per plat thereof as recorded in plat book 23, page 41, public records of Seminole County, Florida, for a distance of 205.00 feet; thence north 00°04'43" west along the east right of way of banana lake road for 482.93 feet; thence south 89°35'54" east along the north line of lot 3 of the aforescribed subdivision for 205.00 feet; thence north 00°04'43" west, 222.16 feet to a point 4.77 chains south of the north line of the northwest 1/4 of section 6; thence south 89°44'51" east 119.92 feet to church lake; thence along the westerly shore north 31°12'15" west, 33.42 feet; thence north 04°01'55" west, 50.00 feet; thence north 01°29'07" west, 50.00 feet; thence north 06°56'29" east, 49.06 feet; thence north 00°04'43" west, 112.75 feet; thence south 89°44'51" east along a line 25.00 feet south of and parallel to the north line of section 6 and along the south right of way of state road #46a for a distance of 414.64 feet; thence south 00°06'26" west, 15.00 feet; thence south 89°44'51" east along a line 40.00 feet south of and parallel to the said north line of section 6 and along the south right of way line of state road #46a for a distance of 745.00 feet; thence south 00°06'26" west along the west right of way line of the seaboard coastline railroad (presently abandoned) for 1730.09 feet; thence south 89°53'25" west along the occupied north line of the south 1281.20 feet of government lot 4 for a distance of 1257.93 feet to the point of beginning.

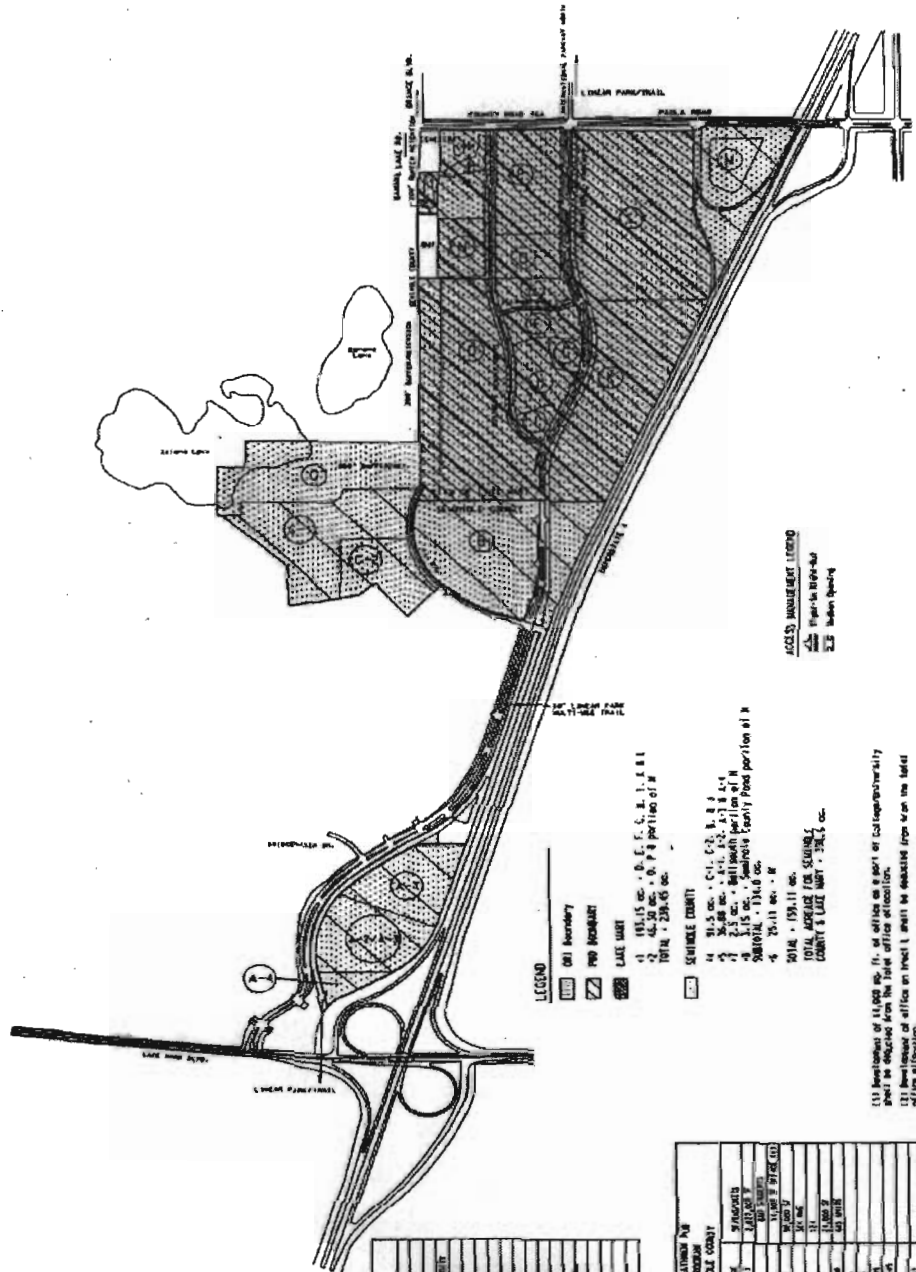
Contains: 51.957 acres, more or less and being subject to any easements, restrictions and right of way record.

Less a parcel of land lying in Section 6, Township 20 south, Range 30 east, Seminole County, Florida, being more particularly described as follows:

Commencing at the northwest corner of the northwest 1/4 of section 6, township 20 south, range 30 east, run s89°44'51"e, along the north line of the northwest 1/4 of said section 6, a distance of 723.84 feet; thence departing said north line, run s00°15'09"w, a distance of 60.00 feet to a point on the southerly right-of-way line of county road 46a (paola road) for a point of beginning; thence run s89°44'51"e, along said southerly right-of-way line, a distance of 346.89 feet to the point of curvature of a curve concaved

northerly having a central angle of $04^{\circ}55'06''$ and a radius of 4643.66 feet; thence run easterly along the arc of said curve, a distance of 398.62 feet to a point on the westerly right-of-way line of international parkway per the development agreement regarding international parkway and recreational trail, as recorded in official records book 3137, page 769 public records of Seminole County, Florida, said point being a point on a curve concaved southwesterly, having a central angle of $89^{\circ}51'17''$ and a radius of 25.00 feet; thence from a tangent bearing of $s89^{\circ}44'51''e$ run southeasterly along the arc of said curve, a distance of 39.21 feet to the point of tangency; thence $s00^{\circ}06'26''w$, along said right-of-way line and the extension thereof, a distance of 1702.23 feet; thence $s89^{\circ}53'25''w$, a distance of 1257.92 feet; thence $n00^{\circ}04'43''w$, a distance of 757.82 feet; thence $n89^{\circ}30'12''w$, a distance of 205.01 feet; thence $n00^{\circ}04'43''w$, a distance of 482.93 feet; thence $s89^{\circ}35'54''e$, a distance of 205.00 feet; thence $n00^{\circ}04'43''w$, a distance of 199.42 feet; thence $s89^{\circ}53'34''e$, a distance of 492.59 feet; thence $n00^{\circ}06'26''e$, a distance of 276.30 feet to the point of beginning. (48.806 a.c.)

Containing: 3.15 acres, more or less. (Net)

[illegible][illegible][illegible]

- (1) Investment of 1,000 sq. ft. of office as a part of College/university shall be deducted from the total office allocation.
- (2) Investment of office in hotel shall be deducted from the total office allocation.
- (3) Office use includes Support Staff / Commercial uses.

Exhibit "C"
Open Space Summary Table

Open Space Summary

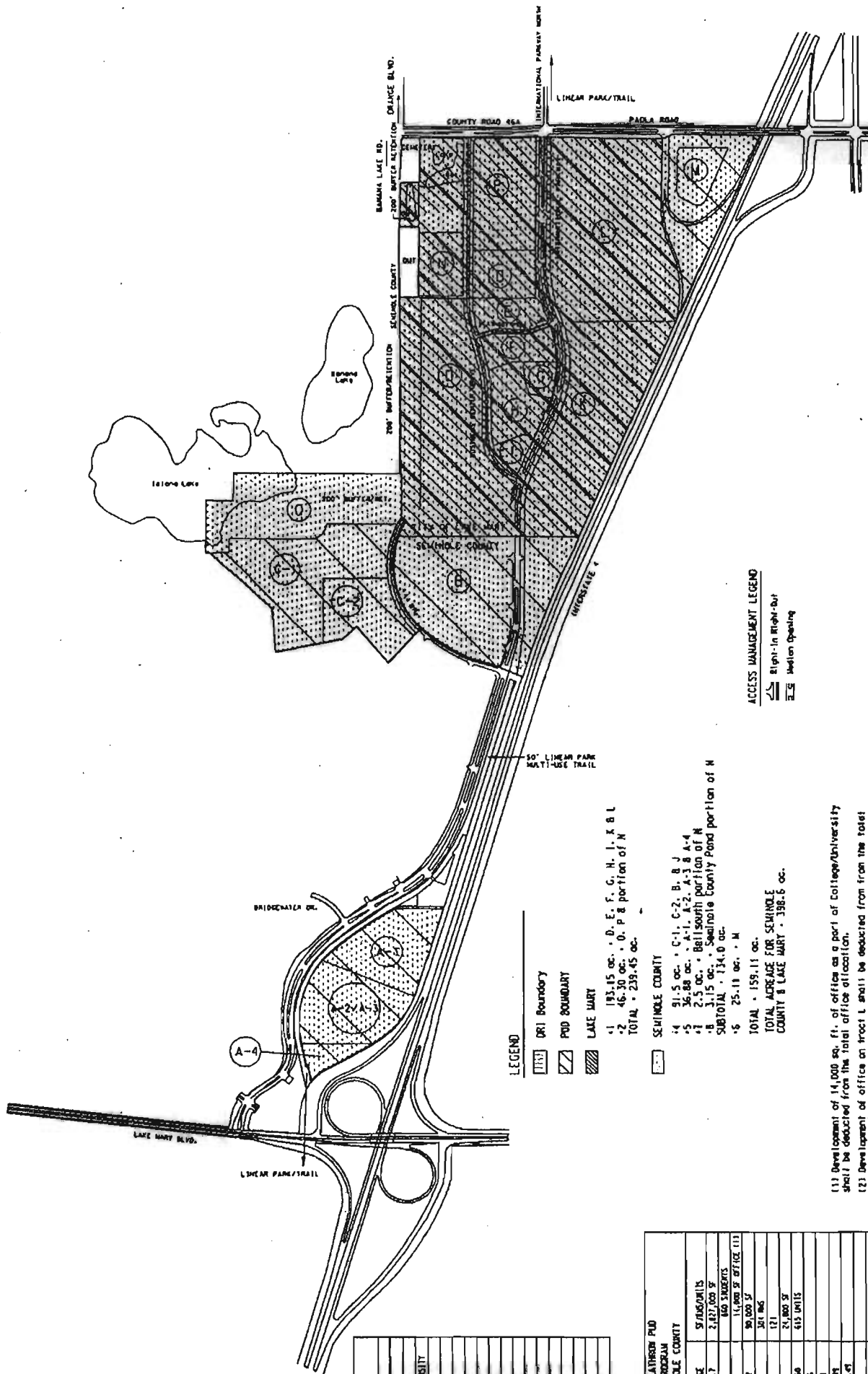
| <u>Seminole County Open Space Analysis</u> | <u>Old Acreage</u> | <u>Updated Acreage</u> | |
|---|--------------------------------|-------------------------------|--------------------------|
| Seminole County | 188.85 | 159.11 | area excluding |
| Less Right of Way | 9.6 | 6.3 and 25.11 | Tract Q |
| Net Land Area | 179.25 | 127.70 | Tract M- 25.11 Ac |
| Open Space Required @ 35% | 62.7 | 44.70 | |
| Common Open Space | | | |
| Open Space/Lakes/Retention | 57.09 | 25.20 | updated per actual areas |
| Linear Park | 1.9 | 1.90 | |
| Total | 58.99 | 27.10 | |
| Site Open Space | 5.76 | 5.76 | |
| Tract A-1 (CBIS) | | | |
| Tract A-2/A-3 @ 25% | 3.22 | 3.22 | |
| Tract A-1 (Dixon) | 1.15 | 1.15 | |
| Tract B (Campus Office @ 25%) | 5.58 | 5.58 | |
| Tract C-1 (Greenstone Apartment) | 13.30 | 13.30 | |
| Tract C-2 @ 15% | 0.18 | 0.18 | |
| Tract P-1 @ 15% | 0.81 | * ¹ | |
| Tract P-2 @ 25% | 5.03 | * ² | |
| Tract O @ 25% | 1.73 | * ³ | |
| Total | 37.08 (incorrect 36.76) | 29.19 | |
| Summary | | | |
| Common Open Space ⁴ | 58.99 | 27.10 | |
| Site Open Space | 37.08 | 29.19 | |
| Total Open Space | 96.07 (53.6%) | 56.29 | 44.10% |
| Total Open Space Required | 62.7 (35%) | 44.70 | 35% |
| Transferable Open Space | 33.37 | 11.59 | |

¹ To be determined by City of Lake Mary

² To be determined by City of Lake Mary

³ To be determined by City of Lake Mary



⁴ Includes Lift Station

[illegible]

| COLONIAL CENTER HEALTHCARE PUD DEVELOPMENT PROGRAM LAKE HART & SCHWABE COUNTY | | | |
|---|--------|------------------|-------------|
| LAND USE | ACRES | SF/ACRE | SF TOTALS |
| OFFICE | 150.7 | 2,427,000 SF | 365,300,000 |
| COLLEGE AFFORDABILITY | | 600 STUDENTS | |
| RETAIL | | 16,000 SF OFFICE | 113 |
| MOBIL | 30.2 | 300,000 SF | 9,060,000 |
| OFFICE | | 300,000 | 121 |
| DAY CARE | 1.8 | 24,000 SF | 43,200 |
| MULTI-FAMILY | | 415 UNITS | 415 UNITS |
| OFFICE SPACE/SECTION | | | |
| PARKS | 16.1 | | |
| SCHOOL OF NAT | 26.9 | | |
| SUBTOTAL | 213.69 | | |
| REMAINING OF NAT | 23.1 | | |
| TOTAL | 236.8 | | |

- (1) Development of 14,000 sq. ft. of office as a part of College/University shall be deducted from the total office allocation.
- (2) Development of office on tract L shall be deducted from the total office allocation.
- (3) Office use includes Support Retail / Commercial uses.

ACCESS MANAGEMENT LEGEND

| | |
|---|--------------------|
|  | Right-In Right-Out |
|  | Median Opening |

| | | |
|-------|------------|----------------------|
| 1 | 135.15 ac. | D. F. C. H. I. X & L |
| 2 | 46.30 ac. | 0. P. portion of M |
| TOTAL | 239.45 ac. | |

| SEMINOLE COUNTY | | |
|-----------------|------------|----------------------------------|
| 1 | 91.5 ac. | C-1, C-2, B, & J |
| 2 | 36.88 ac. | A-1, A-2, A-3 & A-4 |
| 3 | 2.5 ac. | Beil south portion of M |
| 4 | 3.15 ac. | Seeline County Pond portion of M |
| SUBTOTAL | 134.0 ac. | |
| 5 | 25.11 ac. | M |
| TOTAL | 159.11 ac. | |

| | |
|---|-----------|
| TOTAL ACREAGE FOR SEMINOLE COUNTY & LAKE MARY | 398.6 ac. |
|---|-----------|

SEMINOLE COUNTY

14 91.5 ac. • C-1, C-2, B, B J
15 36.88 ac. • A-1, A-2, A-3, A-4
16 2.5 ac. • Ball'south portion of N
17 3.15 ac. • Seminole County Pond portion of N
18 TOTAL, 134.0 ac.

TOTAL - 159.11 ac.
TOTAL ACREAGE FOR SEMINOLE
COUNTY & LAKE MARY - 198.6 ac.

[illegible]

**BOWYER SINGLETON
& ASSOCIATES, INCORPORATED**
320 SOUTH MADISON AVENUE • CHICAGO, ILLINOIS 60601
407-84-3100 • TELETYPE UNIT 879-2431 • TW 2-1221

KIMLEY-HORN & ASSOC., INC.
 Transportation Consultant
 SUITE 200
 1660 WASHINGTON BLVD.
 ORLANDO, FLORIDA, 32803
 (407) 898-1511

| | |
|-------------|-----------------|
| TABLE 1 | NON-RECOVERABLE |
| RECOVERABLE | |

East Central Florida
**REGIONAL
PLANNING
COUNCIL**

March 12, 2007

Chairman

Jon B. Rawlson
Governor's Appointee
Orange County

Vice Chairwoman

Teresa Jacobs
Commissioner
Orange County

Treasurer

Malcolm McLouth
Governor's Appointee
Brevard County

Secretary

Mary Martin
Vice Mayor
Governor's Appointee
Volusia County League
of cities

Executive Director

Philip C. Laurien, AICP

*Serving
Brevard, Lake,
Orange, Osceola,
Seminole and Volusia
Counties*

631 N. Wymore Road
Suite 100
Maitland, Florida
32751

Phone 407.623.1075
Fax 407.623.1084

Suncom 334.1075
Suncom Fax 334.1084

Website: www.ecfrpc.org

Tony Mathews
Seminole County Planning Division
1101 East First Street
Sanford, FL 32771

RE: Heathrow International Business Center Notification of a Proposed
Change (NOPC) ECFRPC # 5453

Dear Mr. Mathews:

We have received the referenced NOPC on September 16, 2006 and associated amendments on or about October 18, 2006. It is our understanding that the following changes are proposed:

1. Change the name to Colonial Center Heathrow.
2. Allow for multi-family as a new use within the Lake Mary portion of the DRI. This 46.3 acre site is being annexed into the City of Lake Mary from within the Seminole County portion of this DRI. More specifically, 340 multi-family units will be added with approximately 192,962 square feet of office use being converted to accommodate the new residential use.

We offer the following comments regarding these changes:

- A. The change in name is not a regional issue.
- B. The addition of a new land use is not presumed to create additional regional impacts pursuant to Section 380.06(19)(e)5.a., F.S., which states that a change proposed for 15% or less of the acreage to a land use not previously approved in the development order shall be presumed not to create a substantial deviation. According to our calculations, this land constitutes a 12.4% change and is therefore presumed not to create a substantial deviation. A trip generation comparison study indicates that there would be 28 additional peak hour trip ends which is not significant.
- C. No objections were received from the Seminole County School Board and it therefore presumed that they are willing to accommodate these additional residential units. It is our

understanding that condominium units and not rental apartments are to be constructed.

In conclusion, it is our opinion that these proposed changes do not result in an automatic substantial deviation determination pursuant to the threshold criteria of section 380.06(19), Florida Statutes. It is not expected that the change it will cause new or increased impacts to regional resources or facilities when considered independently or cumulatively with prior project changes. We therefore do not recommend that this proposal be submitted for additional regional review by this agency.

If you have any questions, please give me or Fred Milch a call at 623-1075, extension 315.

Sincerely,

A handwritten signature in blue ink, appearing to read "Phil Laurien".

Phil Laurien, AICP
Executive Director, ECFRPC

c: Gary Schindler, Lake Mary Planning Department
Brett Blackadar, Seminole County Public Works
James Stansbury, DCA
John Weiss, FDOT
Robin Drage, Shutts & Bowen
Chris Walsh, Kimley-Horn
Jeffrey Buak, Shutts & Bowen
Mr. John Omana, Lake Mary Planning Department

Sikonia, Ian

From: Matthews, Tony
Sent: Thursday, May 03, 2007 2:04 PM
To: Sikonia, Ian
Subject: FW: Colonial Center Heathrow NOPC

Tony Matthews
Principal Planner
Planning Division
407-665-7936
FAX: 407-665-7385
Email: tmatthews@seminolecountyfl.gov

From: James.Stansbury@dca.state.fl.us [mailto:James.Stansbury@dca.state.fl.us]
Sent: Friday, April 20, 2007 8:54 AM
To: Fred Milch
Cc: Matthews, Tony
Subject: RE: Colonial Center Heathrow NOPC

The Department concurs with the ECFRPC determination of no objections to the notification of proposed change for the Colonial Center Heathrow development of regional impact.

"Fred Milch" <fmilch@ecfrpc.org>

04/20/2007 08:49 AM

To "Matthews, Tony" <tmatthews@seminolecountyfl.gov>

CC <james.stansbury@dca.state.fl.us>

Subject RE: Colonial Center Heathrow NOPC

This letter is to notify you that the reduction in retail and residential homes is not of concern since the impacts should not be greater than what was reviewed. We do not believe the project should return to the ECFRPC for further regional review. If you have any questions, please let me know.

Fred Milch, AICP

East Central Florida Regional Planning Council

5/3/2007

631 N. Wymore Road, Suite 100

Maitland, FL 32751-4246

407/623-1075

407/623-1084

We abuse land because we regard it as a commodity belonging to us. When we see land as a community to which we belong, we may begin to use it with love and respect. Aldo Leopold, 1948

From: Fred Milch [mailto:fmilch@ecfrpc.org]

Sent: Friday, April 13, 2007 4:26 PM

To: 'Matthews, Tony'

Cc: 'james.stansbury@dca.state.fl.us'

Subject: Colonial Center Heathrow NOPC

This letter is to notify you that the reduction in retail and residential homes is not of concern since the impacts should not be greater than what was reviewed. We do not believe the project should not return to the ECFRPC for further regional review. If you have any questions, please let me know.

Fred Milch, AICP

East Central Florida Regional Planning Council

631 N. Wymore Road, Suite 100

Maitland, FL 32751-4246

407/623-1075

407/623-1084

We abuse land because we regard it as a commodity belonging to us. When we see land as a community to which we belong, we may begin to use it with love and respect. Aldo Leopold, 1948

[attachment "FDOT coverltr 101106.pdf" deleted by James Stansbury/DCA/FLEOC] [attachment "FDOT comments.pdf" deleted by James Stansbury/DCA/FLEOC]

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

5/3/2007

**MINUTES FOR
THE REGULAR MEETING OF THE
SEMINOLE COUNTY LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION**

WEDNESDAY, APRIL 11, 2007

Members present: Dudley Bates, Matthew Brown, Walt Eismann, Ben Tucker, and Rob Wolf

Members absent: Jason Brodeur, Kim Day

Also present: Dori DeBord, Director of Planning and Development; Tina Williamson, Acting Planning Manager; Ian Sikonia, Senior Planner; Kim Laucella, Assistant County Attorney; April Boswell, Assistant County Manager; and Candace Lindlaw-Hudson, Clerk to the Commission.

OPENING BUSINESS

The Chairman called the meeting to order at 7:00 P.M. He introduced the members of the commission present, welcoming back Commissioner Tucker.

There was no legal ad for this meeting, since the public hearing item was continued from the February meeting.

Commissioner Eismann made a motion to accept the minutes as submitted.

Commissioner Wolf seconded the motion.

The motion carried 5 – 0.

NEW BUSINESS

Technical Review Item:

A. Wekiva Golf Club Townhomes Subdivision PSP; Wekiva Golf Club Inc., applicant; approximately 4.96 acres; Preliminary Subdivision approval for a 48 Unit Single Family Residence Subdivision zoned Planned Unit Development; located south of East Wekiva Trail and West of North Hunt Club Blvd.

Commissioner Van Der Weide – District 3
Brian M. Walker – Senior Planner

Tina Williamson presented the Wekiva Landings preliminary subdivision plan. The plan is for a 48-lot townhome community with a net density of 12.3 dwelling units per net buildable acre, not to exceed 48 townhomes. The preliminary subdivision plan does comply with the terms of the developer's commitment agreement approved at the time of the PUD amendment.

Chairman Brown asked about the distance from the end townhome to the nearest single family residence.

Ms. Williamson stated that the distance was 150 feet.

Commissioner Tucker stated that the secondary access gate was supposed to be kept closed.

Ms. Williamson said that the gate shall be closed at the time of the final engineering, unless Public Safety needs it to be opened.

Commissioner Eismann made a motion to approve the plan.

Commissioner Wolf seconded the motion.

The motion passed 5 – 0.

Public Hearing Item:

B. Heathrow IBC PUD Major Amendment; Shutts & Bowen, LLP, applicant; 407± acres; Major Amendment to the Heathrow International Business Center PUD; located on the south side of CR 46A, approximately bounded by I-4, Banana Lake Road, and Lake Mary Boulevard. (Z2006-85)

Commissioner Carey – District 5
Ian Sikonia, Senior Planner

Ian Sikonia presented the Heathrow International Business Center Major Amendment creating the Second Amendment to the Third Amended and Restated Commitments, Classifications, and District Description. The subject property contains approximately 159 acres. In March of 2006 the City of Lake Mary annexed 46.3± acres of the Heathrow International Business Center PUD, which included Tracts O, P, and a portion of Tract N of the PUD Final Master Plan. The purpose of this Major amendment is to ensure that the HIBC PUD Final Master Plan development program and the related entitlements are

consistent with the jurisdictional boundaries of Seminole County and the City of Lake Mary.

Mr. Sikonia said the Second Amendment to the Third Amended and Restated Commitments, Classification and District Description consists of the following:

1. Changing the development name from "Heathrow International Business Center" to "Colonial Center Heathrow";
2. Revising the PUD Final Master Plan to reflect annexation of Tracts O,P, and a portion of Tract N;
3. Correcting acreage calculations within the entire PUD due to improved surveying techniques;
4. Replacing the Open Space Summary Table contained in the Third Amended and Restated Commitments, Classification, and District Description; and
5. Replacing Tables III-1 and III-2 of the Third Amended and Restated Commitments, Classification, and District Description as previously amended by the First Amendment to the Third Amended and Restated Commitments, Classification, and District Description.

Mr. Sikonia stated that the proposed uses of Tracts O and P will be changed from office space to office/multi-family residential uses. Tract N will be a retention area.

There will be no increased impacts on utilities from this proposed PUD Major Amendment. Seminole County Utilities will continue to provide water and sewer service to the HIBC within the County and the City of Lake Mary.

Staff recommendation is for approval of the request for the PUD Major Amendment.

The applicant was present to answer questions.

There were questions from the commissioners.

No one spoke from the audience.

Commissioner Eismann made a motion to recommend approval of the request.

Commissioner Bates seconded the motion.

Chairman Brown stated that this applicant went to the City of Lake Mary after not getting approval from Seminole County. The County will be losing office space as a result of the annexation. The schools will be impacted by this. We are trying to control growth, yet this happens.

Commissioner Wolf said that this is not the first time a city has annexed for their own growth. It is a conscious decision that they make.

Commissioner Tucker said that we are disproportionately eliminating our industrial and commercial zoning and having much more expensive residential (uses). It is like eating our seed corn. This is taking us in the wrong direction.

Commissioner Wolf said that since it has already been annexed, there is nothing that the County can do.

Commissioner Brown cited the case of Lazy Acres being annexed by the City of Longwood to get what they wanted. The outcome for the County is negative, not positive.

The motion passed unanimously (5 – 0).

CLOSING BUSINESS

Tina Williamson reminded the Commissioners that there would be a workshop at 5:30 P.M. next month, prior to the regular meeting. The regular meeting will be at 7:00 P.M.

Commissioner Tucker asked if the canopy road issues would be discussed at the workshop.

Ms. Williamson said that it was not on the agenda.

Dori DeBord said that it could be brought back, but at this time the item is under examination. The workshop is for the Land Development Code, the Comprehensive Plan, and the EAR based processes.

Commissioner Tucker mentioned the issue of open space.

Ms. DeBord said that will be addressed in the new Land Development Code.

Commissioner Tucker asked about Hometown Democracy discussion.

Ms. DeBord said that is a policy issue to be addressed by the County Manager's Office, the County Attorney's Office and the Board of County Commissioners. A number of groups are looking at this issue statewide. Ms. DeBord said that she had not been directed to look at that issue.

Commissioner Tucker returned to the canopy road issue, saying that they are a good thing. The issue must work within the private community.

Ms. DeBord said that this board had taken final action by recommending denial.

Commissioner Tucker said that initially there had been 40 proposed canopy roads.

Ms. Williamson said that there had been 8 roads eventually listed.

Commissioner Wolf asked about the rural area and having future subdivisions in the area.

Ms. DeBord said she would take that under advisement.

Chairman Brown said that the previous meeting had covered the first 7 chapters of the Code. The commissioners would like to have input in the chapter by chapter editing.

Ms. DeBord said that workshops can be set up for that. She would like to bring it to the commissioners in sections.

Commissioner Tucker asked about the Joint City – County standardization of the Land Development Codes.

Ms. DeBord said that there is interest in this. Commuter Rail issues may bring about standardization with the cities.

Commissioner Brown brought up the issue of plain language.

Ms. DeBord said that the Code will be streamlined in several ways.

Commissioner Wolf asked if there was a target date for finalizing the new version of the Code.

Ms. DeBord said that the end of this year is a target date, but nothing is set.

There being no further business, the meeting adjourned at 7:35 P.M.

Respectfully submitted,

Candace Lindlaw-Hudson

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 12, 2007, 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):

Colonial Realty Limited Partnership, Colonial-Coscan Heathrow South LLC,
Heathrow 4 LLC & Heathrow E, LLC
2101 6th Avenue North
Birmingham, AL 38202

Project Name: Heathrow International Business Center PUD Major Amendment

Requested Development Approval: The applicant is requesting a Major Amendment to the Heathrow International Business Center PUD and Notice of Proposed Change to the Heathrow International Business Center DRI.

The Board of County Commissioners has determined that the request for a Major Amendment to the Heathrow International Business Center PUD is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Heathrow International Business Center PUD Major Amendment" and all evidence submitted at the public hearing on June 12, 2007, 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: _____
Carlton D. Henley, Chairman

Exhibit "A"LEGAL DESCRIPTION

(1 of 5)

A tract of land being a portion of section 1 and 12, township 20 south, range 29 east and Sections 6 and 7, Township 20 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the southwest corner of said section 6; thence north $00^{\circ} 04' 17''$ west along the west line of section 6 for a distance of 73.27 feet to the point of beginning; thence south $42^{\circ} 30' 27''$ west, 149.49 feet; thence north $41^{\circ} 18' 38''$ west, 516.64 feet; thence south $48^{\circ} 41' 20''$ west, 200.00 feet; thence south $78^{\circ} 55' 17''$ west, 728.58 feet; thence north $04^{\circ} 15' 32''$ west, 471.30 feet; thence north $48^{\circ} 16' 27''$ west, 888.59 feet; thence south $89^{\circ} 58' 52''$ east, 205.00 feet; thence north $00^{\circ} 19' 51''$ east, 149.97 feet; thence east, a distance of 898.78 feet to a point on a curve, concave northwesterly, having a central angle of $66^{\circ} 48' 54''$ and a radius of 200.00 feet; thence from a tangent bearing of $n75^{\circ} 16' 47'' e$, run northeasterly along the arc of said curve, a distance of 233.23 feet; thence departing said curve, run east 750.00 feet; thence south $00^{\circ} 04' 17''$ east along the west line of the southwest 1/4 of section 6, township 20 south, range 30 east for 132.15 feet; thence south $89^{\circ} 57' 02''$ east along the south line of the north 1/2 of the southwest 1/4 of said section 6 for a distance of 1850.51 feet; thence south $24^{\circ} 07' 41''$ west along the west right of way of interstate #4 (state road #400) for a distance of 282.51 feet to the point of curvature of a curve concave southeasterly having a radius of 11,459.20 feet; thence run southerly along the arc of said curve through a central angle of $06^{\circ} 32' 30''$ for a distance of 1308.34 feet to the point of tangency; thence south $17^{\circ} 35' 11''$ west, 70.00 feet; thence departing said right of way run north $72^{\circ} 24' 49''$ west, 400.00 feet to the point of curvature of a curve concave northeasterly having a radius of 1800.00 feet; thence northwesterly along the arc of said curve through a central angle of $24^{\circ} 55' 11''$ for a distance of 782.88 feet; thence south $42^{\circ} 30' 27''$ west, 285.78 feet to the point of beginning.

Contains: 91.5 acres more or less.

LEGAL DESCRIPTION

(2 of 5)

A portion of Section 7, Township 20 South, Range 30 East, and Section 12, Township 20 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at the west 1/4 corner of section 7, township 20 south, range 29 east, Seminole County, Florida and run north $00^{\circ} 21' 05''$ west along the west line of the northwest 1/4 of said section 7 for a distance of 0.50 feet to the point of beginning; thence run north $89^{\circ} 46' 28''$ east, 459.09 feet to the westerly right of way line of interstate no. 4 (state road no. 400); thence run south $17^{\circ} 35' 11''$ west along said right of way line for a distance of 429.25 feet; thence south $21^{\circ} 35' 11''$ west, 637.08 feet to the point of curvature of a curve, concave northwesterly and having a radius of 1055.92 feet; thence run southwesterly along the arc of said curve through a central angle of $39^{\circ} 25' 29''$ for a distance of 726.57 feet to the point of tangency; thence south $61^{\circ} 00' 40''$ west, 495.72 feet to the point of curvature of a curve concave southeasterly having a radius of 475.00 feet; thence southwesterly along the arc of said curve through a central angle of $26^{\circ} 00' 21''$ for 215.60 feet to a point lying on a curve concave westerly having a tangent bearing of north $11^{\circ} 00' 13''$ west and a radius of 1379.58 feet; thence northerly along the arc of said curve through a central angle of $00^{\circ} 24' 05''$ for 9.67 feet to the point of tangency; thence north $11^{\circ} 24' 18''$ west, 454.11 feet to a point of curvature of a curve concave southeasterly and having a radius of 1041.19 feet; thence run northeasterly along the arc of said curve through a central angle of $60^{\circ} 00' 00''$ for a distance of 1090.33 feet to a point of compound curvature of a curve concave southeasterly and having a radius of 3445.17 feet; thence continue northeasterly along the arc of said curve through a central angle of $11^{\circ} 21' 53''$ for a distance of 683.36 feet to the point of tangency; thence run north $59^{\circ} 57' 35''$ east, 200.14 feet; thence run south $00^{\circ} 21' 05''$ east, 21.80 feet to the point of beginning.

Contains: 36.88 acres, more or less.

LEGAL DESCRIPTION

(3 of 5)

A tract of land being a portion of Section 6, Township 20 south, Range 30 east, Seminole County, Florida, being more particularly described as follows:

Commence at the southwest corner of section 6; thence north $00^{\circ} 04' 17''$ west, 1322.26 feet; thence south $89^{\circ} 57' 02''$ east along the south line of the north $1/2$ of the southwest $1/4$ of section 6 for a distance of 33.00 feet to the point of beginning; thence north $00^{\circ} 04' 17''$ west along the east right of way of banana lake road and a line 33 feet east of and parallel to the west line of the southwest $1/4$ of section 6 for a distance of 1303.44 feet; thence north $00^{\circ} 04' 43''$ west along said right of way and along a line 33 feet east of and parallel to the west line of the northwest $1/4$ of section 6 for a distance of 1281.20 feet; thence north $89^{\circ} 53' 25''$ east along the occupied north line of the south 1281.20 feet of government lot 4 for a distance of 1454.93 feet; thence north $00^{\circ} 06' 26''$ east along the west right of way of the abandoned s.c.l. railroad for a distance of 1745.09 feet; thence south $89^{\circ} 44' 51''$ east along a line of 25 feet south of and parallel to the north line of section 6 and along the south right of way of state road 46-a for a distance of 1474.55 feet; thence south $00^{\circ} 15' 09''$ west, 25.00 feet; thence south $89^{\circ} 44' 51''$ east, 440.00 feet; thence south $00^{\circ} 15' 09''$ west, 20.00 feet; thence south $89^{\circ} 44' 51''$ east, 364.98 feet; thence south $24^{\circ} 07' 41''$ west along the west right of way of interstate no. 4 (state road #400) for a distance of 2877.13 feet; thence south $89^{\circ} 53' 25''$ west along the north line of the south 10 acres of government lot 2 for a distance of 42.32 feet; thence south $00^{\circ} 07' 40''$ east along the west line of government lot 2 for a distance of 93.94 feet; thence south $24^{\circ} 07' 41''$ west along the aforesaid west right of way of interstate no. 4 for a distance of 1708.48 feet; thence north $89^{\circ} 57' 02''$ west along the south line of the north $1/2$ of the southwest $1/4$ section 6 for a distance of 1817.51 feet to the point of beginning.

Contains: 218.26 acres, more or less.

Less a tract of land being a portion of section 6, township 20 south, range 30 east, Seminole County, Florida, being more particularly described as follows:

Commence at the southwest corner of section 6; thence north $00^{\circ} 04' 17''$ west, 1322.26 feet; thence south $89^{\circ} 57' 02''$ east along the south line of the north $1/2$ of the southwest $1/4$ of section 6 for a distance of 33.00 feet to the point of beginning; thence north $00^{\circ} 04' 17''$ west along the east right of way of banana lake road and a line 33 feet east of and parallel to the west line of the southwest $1/4$ of section 6 for a distance of 1303.43 feet; thence north $00^{\circ} 04' 43''$ west along said right of way and along a line 33 feet east of and parallel to the west line of the northwest $1/4$ of section 6 for a distance of 1281.19 feet; thence north $89^{\circ} 53' 25''$ east along the occupied north line of the south 1281.20 feet of government lot 4 for a distance of 1454.92 feet; thence north $00^{\circ} 06' 26''$ east along the west right of way of the abandoned s.c.l. railroad for a distance of 1744.77 feet; thence south $89^{\circ} 44' 51''$ east along a line of 25 feet south of and parallel to the north line of section 6 and along the south right of way of state road 46-a for a distance of 537.17 feet; thence south $00^{\circ} 15' 09''$ west, 9.25 feet; thence south $89^{\circ} 44' 51''$ east,

560.00 feet; thence south $30^{\circ} 25' 23''$ east, 150.86 feet; thence south $00^{\circ} 14' 41''$ west, 529.96 feet to the point of curvature of a curve easterly, having a central angle of $27^{\circ} 08' 50''$ and a radius of 730.62 feet; thence run southerly along the arc of said curve, a distance of 346.17 feet to the point of tangency; thence south $26^{\circ} 54' 09''$ east a distance of 352.78 feet to the point of curvature of a curve, concave westerly, having a central angle of $39^{\circ} 46' 50''$ and a radius of 669.94 feet; thence run southerly along the arc of said curve, a distance of 465.14 feet to the point of compound curvature of a curve, concave westerly, having a central angle of $11^{\circ} 15' 00''$ and a radius of 1,433.89 feet; thence run southerly along the arc of said curve, a distance of 281.54 feet; thence departing said curve, run south $65^{\circ} 52' 19''$ east a distance of 12.00 feet; thence south $24^{\circ} 07' 41''$ west along the west right of way of interstate no. 4 (state road #400) for a distance of 700.49 feet; thence south $89^{\circ} 53' 25''$ west along the north line of the south 10 acres of government lot 2 for a distance of 42.32 feet; thence south $00^{\circ} 07' 40''$ east along the west line of government lot 2 for a distance of 93.94 feet; thence south $24^{\circ} 07' 41''$ west along the aforesaid west right of way of interstate no. 4 for a distance of 1703.05 feet; thence north $89^{\circ} 57' 02''$ west along the south line of the north 1/2 of the southwest 1/4 section 6 for a distance of 1817.51 feet to the point of beginning. (193.15 ac)

Containing: 25.11 acres, more or less. (Net)

LEGAL DESCRIPTION
(4 of 5)

Site as recorded in official records book 4282, page 1201 public records of Seminole County, Florida.

Contains: 2.500 acres, more or less.

LEGAL DESCRIPTION

(5 of 5)

A tract of land being a portion of Section 6, Township 20 South, Range 30 West, Seminole County, Florida, being more particularly described as follows:

Commence at the southwest corner of section 6; thence north 00°04'17" west along the west line of section 6 for 1646.86 feet; thence south 89°58'52" east, 33.00 feet; thence north 00° 04' 17" west along the east right of way of banana lake road along a line 33.00 feet east of and parallel to the west line of the southwest 1/4 of section 6 for a distance of 978.82 feet; thence north 00°04'43" west along a line 33.00 feet east of and parallel to the west line of the northwest 1/4 of section 6 for 1281.20 feet; thence north 89°53'25" east along the occupied north line of the south 1281.20 feet of government lot 4 for a distance of 197.00 feet to the point of beginning; thence along the boundaries of that tract described in official records book 1555, page 675 public records of Seminole County, Florida, north 00°04'43" west, 757.82 feet; thence north 89°30'12" west along the south line of lot 2, mullins subdivision, per plat thereof as recorded in plat book 23, page 41, public records of Seminole County, Florida, for a distance of 205.00 feet; thence north 00°04'43" west along the east right of way of banana lake road for 482.93 feet; thence south 89°35'54" east along the north line of lot 3 of the aforescribed subdivision for 205.00 feet; thence north 00°04'43" west, 222.16 feet to a point 4.77 chains south of the north line of the northwest 1/4 of section 6; thence south 89°44'51" east 119.92 feet to church lake; thence along the westerly shore north 31°12'15" west, 33.42 feet; thence north 04°01'55" west, 50.00 feet; thence north 01°29'07" west, 50.00 feet; thence north 06°56'29" east, 49.06 feet; thence north 00°04'43" west, 112.75 feet; thence south 89°44'51" east along a line 25.00 feet south of and parallel to the north line of section 6 and along the south right of way of state road #46a for a distance of 414.64 feet; thence south 00°06'26" west, 15.00 feet; thence south 89°44'51" east along a line 40.00 feet south of and parallel to the said north line of section 6 and along the south right of way line of state road #46a for a distance of 745.00 feet; thence south 00°06'26" west along the west right of way line of the seaboard coastline railroad (presently abandoned) for 1730.09 feet; thence south 89°53'25" west along the occupied north line of the south 1281.20 feet of government lot 4 for a distance of 1257.93 feet to the point of beginning.

Contains: 51.957 acres, more or less and being subject to any easements, restrictions and right of way record.

Less a parcel of land lying in Section 6, Township 20 south, Range 30 east, Seminole County, Florida, being more particularly described as follows:

Commencing at the northwest corner of the northwest 1/4 of section 6, township 20 south, range 30 east, run s89°44'51"e, along the north line of the northwest 1/4 of said section 6, a distance of 723.84 feet; thence departing said north line, run s00°15'09"w, a distance of 60.00 feet to a point on the southerly right-of-way line of county road 46a (paola road) for a point of beginning; thence run s89°44'51"e, along said southerly right-of-way line, a distance of 346.89 feet to the point of curvature of a curve concaved

northerly having a central angle of $04^{\circ}55'06''$ and a radius of 4643.66 feet; thence run easterly along the arc of said curve, a distance of 398.62 feet to a point on the westerly right-of-way line of international parkway per the development agreement regarding international parkway and recreational trail, as recorded in official records book 3137, page 769 public records of Seminole County, Florida, said point being a point on a curve concaved southwesterly, having a central angle of $89^{\circ}51'17''$ and a radius of 25.00 feet; thence from a tangent bearing of $s89^{\circ}44'51''e$ run southeasterly along the arc of said curve, a distance of 39.21 feet to the point of tangency; thence $s00^{\circ}06'26''w$, along said right-of-way line and the extension thereof, a distance of 1702.23 feet; thence $s89^{\circ}53'25''w$, a distance of 1257.92 feet; thence $n00^{\circ}04'43''w$, a distance of 757.82 feet; thence $n89^{\circ}30'12''w$, a distance of 205.01 feet; thence $n00^{\circ}04'43''w$, a distance of 482.93 feet; thence $s89^{\circ}35'54''e$, a distance of 205.00 feet; thence $n00^{\circ}04'43''w$, a distance of 199.42 feet; thence $s89^{\circ}53'34''e$, a distance of 492.59 feet; thence $n00^{\circ}06'26''e$, a distance of 276.30 feet to the point of beginning. (48.806 a.c.)

Containing: 3.15 acres, more or less. (Net)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: April Boswell

EXT: 7224

MOTION/RECOMMENDATION:

Staff is providing an update to the Board on legislative activities.

County-wide

April Boswell, Susan Dietrich

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| Additionally Reviewed By: No additional reviews |
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