SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, JUNE 26, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** - Declaring June 30, 2007 as "Jim Logue Day".

2. **Presentation** - Proposal for Drivers License Business Office presented by Ray Valdes, Seminole County Tax Collector

Consent Agenda

- **County Manager's Consent Agenda (Items No. 3 - 33)**

Administrative Services

Facilities Maintenance

3. Approve and authorize the Chairman to execute the attached agreements with Florida Power & Light Corporation (FP&L) to install, maintain, and operate additional light fixtures at Cameron Wright Park & Lake Jesup Park. The total costs for both parks will be $196.45 per month. District 5 - Carey (Joe Gasparini, Rafael Fernandez)

Purchasing and Contracts

4. Approve Amendment #2 to RFP-4156-02/BJC with Florida N-Viro, L.P., Daytona Beach to increase the Not-To-Exceed Amount over the term of the contract to $1,600,000.00, authorize a rate increase identified in Exhibit B of the contract and extend the term of the agreement through June 4, 2008. (Ray Hooper)

5. Approve and authorize Amendment #3 to CC-1267-05/TLR - Fence Repairs and Installation, with KMG Fence LLC, St. Cloud, Florida for additional Pay-Items. (Ray Hooper)

6. Award CC-1996-07/BHJ in the amount of $119,000.00 to Air Ideal, Inc. of Chuluota for all labor, materials, equipment, transportation, coordination and incidentals necessary for the replacement of HVAC equipment at the Central Branch Library located at215 North Oxford Road Casselberry, FL 32707. (RayHooper)

7. Award CC-2009-07/DRR in the amount of $1,635,752.50 to Southern Site Works, Inc. of Zephyrhills, Florida for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of approximately 6,100 linear feet of 30-inch diameter reclaimed water main, approximately 1,600 linear feet of 24-inch diameter reclaimed water main, approximately 460 linear feet of 12-inch diameter water main, 2,600 linear feet of 8-inch diameter water main and the removal of an existing potable well from service along Yankee Lake Road and a portion of S.R. 46 located west of Yankee Lake Road and east of Longwood Markham Road. (Ray Hooper)

8. Approve an increase to the Board-approved Estimated Annual Expenditure for PS-5165-04/AJR Master Agreement for Continuing Professional Services including but not limited to construction plan preparation, preliminary and final design, and environmental and drainage permitting for minor projects by $250,000.00 additional per year. (Ray Hooper)

9. Award RFP-600193-07/BJC - Electrical, Control and Telemetry Systems Programming, Repair, Maintenance, Support and Calibration Services to DCR Engineering Services, Mulberry; Integrated Telecommunications Systems, Inc., Brandon; and Revere Control Systems, Birmingham, AL (Ray Hooper)

Support Services

10. Approve request to declare surplus and competively bid County owned .15 acre lot with 3,100 sq. ft. pre-fab metal/concrete building located at 100 Seminola Blvd., Casselberry (Property ID#05-21-30-517-2800-0150), using the appraised value of $95,000 as the minimum bid. District 2 - McLean (Meloney Lung)

Community Services

CDBG

11. Approve and authorize the Chairman to execute the First Amendment to the Seminole County/Girls and Boys Town of Central Florida, Inc. CDBG/SHIP Subrecipient Agreement Program Year 2004-2005 which extends the term of the Agreement to June 30, 2008. District 2 - McLean (Robert Heenan)

Community Assistance

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

Economic Development

Tourism

13. Approve and authorize the Chairman to execute an agreement with Sanford Chamber of Commerce for the 2007 Sanford Chamber Bike Fest in the amount of $10,000. (Bill McDermott)

Fiscal Services

Administration - Fiscal Services

14. Approve and authorize the Chairman to execute the authorizing resolution to ratify the Health and Educational Facilities Authority of the State of Missouri's issuance of Educational Facilities Revenue Bonds in one or more series, of which an amount not to exceed $6,500,000 shall be applied for 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. (Angela Singleton)

Budget

15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-70 from the General Fund in the amount of $18,002 to cover the increased costs through the end of the fiscal year for the new Medical Director Services contract approved by the BCC at the 6/12/2007 meeting. (Lin Polk)

16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request #07-71 from the General and Court Support Technology Fee Funds in the amount of $267,096 to transfer funds from the General Fund to the Court Support Technology Fee Fund to correct revenue recording for fiscal year 2005/06. (Lin Polk)

17. Approve and authorize the Chairman to execute Budget Change Request #07-20 from the General Fund in the amount of $138,000 for a county-wide HVAC study. (Lin Polk)

MSBU

18. Approve and authorize scheduling and advertising of the final public hearing for the Twin Pines Water and Wastewater Improvement MSBU. District 3 - Van Der Weide (Kathy Moore)

19. Approve and authorize the Chairman to execute the Satisfaction of Lien for the Dixon Road Paving and Drainage MSBU assessment for parcel 25-20-29-300-005A-0000; owner PILE JERE TRUSTEE. District 5 - Carey (Kathy Moore)

Leisure Services

Median Maintenance

20. Approve and authorize Chairman to execute the Interlocal Agreement with the City of Oviedo to provide roadway landscape median and right-of-way maintenance on those segments of County Road 419 and 426 within the City's corporate limits. District 1 - Dallari (Joe Gasparini)

Planning and Development

Development Review

21. Authorize the release of the Rinehart Road Right-of-Way (ROW)-Best Buy Right of Way Utilization Permit Maintenance Bond #MB6164 in the amount of $5,154.00 for the Rinehart Road ROW- Best Buy road improvements. District 5 - Carey (Kelly Brock)

Public Safety

Administration - Public Safety

22. Approve and authorize the Chairman to execute the Certificates of Public Convenience and Necessity (COPCN) for Orlando Regional Healthcare System, Florida Hospital, Rural Metro Ambulance, and Central Florida Ambulance, d/b/a American Ambulance, to become effective July 1, 2007 through June 30, 2008; and approve and authorize the Chairman to execute the Non-Exclusive Ambulance Franchise Agreements with Rural Metro Ambulance and Central Florida Ambulance, d/b/a American Ambulance, to become effective July 1, 2007. (Angel Nater)

Public Works

Engineering

23. Approve and authorize the Chairman to execute a Purchase Agreement for $158,800 for Parcel Number 127 (Fee Simple) and Parcel Number 727 (Temporary Construction Easement) for the County Road 15 Project from State Road 46 to Orange Boulevard between First Baptist Church of Lake Monroe, Inc. and Seminole County. District 5 - Carey (Jerry McCollum)

24. Adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation for the design of safety improvements (widening travel lane to 12' travel lane and paved shoulders) on County Road 426 from Division Street to State Road 46. (FDOT FPN: 419679-1-38-01). District 2 - McLean (Jerry McCollum)

25. Accept and authorize the Chairman to execute twenty-seven (27) Perpetual Stormwater Easements for the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB – Dredging/Revegetation of Sweetwater Cove Lake. District 3 - Van Der Weide (Jerry McCollum)

26. Adopt the Resolution accepting a Sidewalk Easement (Lee A. Harrop to Seminole County) for property necessary for the construction of a sidewalk along a portion of Raymond Avenue and North Street. District 4 - Henley (Jerry McCollum)

27. Adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation for the design of sidewalks along East Hillcrest Street and Alpine Street. (FDOT FPN: 422572-1-38-01). District 4 - Henley (Jerry McCollom)

28. Approve and authorize the Chairman to execute the Resolution accepting Permanent Drainage Easements (2) and a Temporary Construction Easement for the Prairie Lake Outfall Drainage Improvements. District 4 - Henley (Jerry McCollum)

Road Operations or Stormwater

29. Approve and authorize the Chairman to execute the Interlocal Agreement Between Seminole County and the seven cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) for work on federally-mandated Total Maximum Daily Load (TMDL) requirements and activities. (Melissa Fitzgerald)

Traffic Engineering

30. Approve and authorize the Chairman to execute nine of the fifteen Amended Private Traffic Signal Maintenance Agreements with private entities within Seminole County (9 total). (Melonie C. Barrington)

31. Approve and authorize the Chairman to execute the CSX Transportation, Inc., Construction Agreement for Plumosa Avenue. District 4 - Henley (Melonie C. Barrington)

32. Approve and authorize the Chairman to execute the CSX Transportation, Inc., Wireline Crossing Agreement for Airport Boulevard and Old Lake Mary Road. District 5 - Carey (Charles Wetzel)

33. Approve and authorize the Chairman to execute the Signage Agreement between Seminole County and the The Village of Remington Homeowners Association, Inc. District 1 - Dallari (Melonie C. Barrington)

- **County Attorney's Consent Agenda (Items No. 34 - 37)**

County Attorney's Office

Litigation

34. **Creamer Property** - Approval of a proposed negotiated settlement relating to Parcel Number 112, Eden Park Avenue road improvement project. The proposed settlement is at the total sum of $27,470.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. Judge Perry. District 3 - Van Der Weide (Bob McMillan)

35. **Levine Property** - Approval of a proposed negotiated settlement relating to Parcel Number 106, Eden Park Avenue road improvement project. The proposed settlement is at the total sum of $43,730.50 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. Judge Perry. District 3 - Van Der Weide (Bob McMillan)

36. **Thornburg property** - Approval of a proposed negotiated settlement relating to Parcel Number 116, Bunnell Road improvement project. The proposed settlement is at the total sum of $44,110.00 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. Judge Perry. District 3 - Van Der Weide (Bob McMillan)

Property Acquisition

37. **Highmoor Property** - Approve and execute purchase agreement relating to Parcel Numbers 107, 109, and 117/717 of the County Road 15 (Monroe Road) improvement project, for $355,000.00, inclusive of all fees and costs. District 5 - Carey (Bob McMillan)

- **Constitutional Officers Consent Agenda (Items No. 38 - 39)**

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

38. Approval of Expenditure Lists dated May 29 & June 4, 2007; and Payroll Approval List dated May 26, 2007; Approval of BCC Official Minutes dated May 22, 2007; Clerk's "Received and Filed" - for information only. (Dave Godwin)

Sheriff's Office (Don Eslinger, Sheriff)

39. Approval by the Board of County Commissioners to expend $2,000 from the Law Enforcement Trust Fund to provide for a contribution to the Brethren Reaching Out Ministry of Sanford. (Penny Fleming)

Regular Agenda

40. **Cross Connection Control Plan** - Provide direction to staff regarding the phased implementation and funding for the Cross Connection Control Plan, including potential changes to the Land Development Code to be brought back for Board consideration at a later date; and, Authorize staff to implement a phased approach to the Cross Connection Control Plan that includes awarding RFP-600062-06/BJC - Term Contract for Residential and Commercial Backflow Prevention Control Program to Ace Flow Control, Longwood and authorize the Purchasing and Contracts Manager to execute the Agreement; and, Authorize staff to submit the Cross Connection Control Plan, with any revisions, to the Florida Department of Environmental Protection for its concurrence. (Gary Rudolph)

41. **Lake Mary Swimming Pool** - Approve and authorize the Chairman to execute the attached School Facility Joint Funding and Use Interlocal Agreement; or, Deny the attached School Facility Joint Funding and Use Interlocal Agreement; or, Direct staff to renegotiate the School Facility Joint Funding and Use Interlocal Agreement with the School Board and the City of Lake Mary. District 2 - McLean (Don Fisher, Matthew Minter)

42. **HVAC Maintenance** - Approve Amendment #11 to BD-260-01/BJC - HVAC Maintenance and Repair Agreement with The Trane Company of Orlando to increase the annual Not-To-Exceed amount by 3% or $28,292.40. The revised annual Not-To-Exceed amount will be$971,372.14. (Ray Hooper)

43. **Local Housing Assistant Plan** - Approve technical and substantive revisions to the Local Housing Assistance Plan (LHAP) for program years 2008, 2009, and 2010 authorized by the Board on April 24, 2007 and approve technical and substantive amendments to the LHAP for 2005, 2006, and 2007 so that remaining program funds for those years may be expended on essentially the same basis (with one exception explained below) as is proposed for the new three (3) year LHAP and authorize staff to submit both amended LHAPs to the Florida Housing Finance Corporation (FHFC). (David Medley, Robert Heenan)

44. **Maple Leaf Commerce Center PCD** - Approve the Final Site Plan for the Maple Leaf Commerce Center Planned Commercial Development (PCD), and authorize the Chairman to execute the Maple Leaf Commerce Center PCD Developer's Commitment Agreement, consisting of 0.84 + acres, located on the south side of Mikler Road approximately 800 feet west of the intersection of W. SR 426 and Mikler Road, based on staff findings (Jack Reynolds, American Civil Engineering, applicant). District 1 - Dallari (Austin Watkins)

45. **Wekiva Springs Road PCD Final Site Plan** - Approve the Final Site Plan and authorize the Chairman to execute the Developer's Commitment Agreement for the Wekiva Springs Road PCD, consisting of 4.5 ± acres and located on the west side of Wekiva Springs Road and the east side of E. Lake Brantley Drive, based on staff findings (S & B LLC, applicant). District 3 - Van Der Weide (Ian Sikonia)

County Manager's Briefing

46. **Water and Sewer CIP Program** - Approve the Program Management services by CH2M Hill (PS-5190-05/DRR) at a level of service consistent with staff's presentation and Board consensus at the July 18, 2006 Board of County Commissioners Work Session on the Water and Sewer Capital Improvements Program. The Program Management budget is estimated at $49.8 million over the projected five year term of the program; and, Approve CH2M Hill's performance of detailed design and bid package preparation of the Seminole County Regional Surface Water Treatment Plant at Yankee Lake consistent with the County's Cost Sharing Agreement with the St. Johns River Water Management District per staff presentation and discussion at the July 18, 2006 Work Session. (Carol Hunter)

47. **Animal Services Facility** - Staff is seeking direction from the Board regarding moving forward with the procurement process to complete the architectural drawings and design of the Animal Services facility rebuild and expansion and direction regarding pursuit of an interlocal agreement with the Society for Prevention of Cruelty to Animals (SPCA) for spay and neuter services. (Tad Stone)

- **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

48. **Rezone** - Approve a request and enact an ordinance to rezone 3.16 ± acres, located on the southwest corner of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) to R-1AA (Single-Family Dwelling), and authorize the Chairman to execute the rezone ordinance, based on staff findings, (Robert Dietz, applicant). District 3 - Van Der Weide (Ian Sikonia)

49. **Sproul Bible College PUD** - Approve the PUD Major Amendment, Revised Preliminary Master Plan, Rezoning Ordinance from PUD to PUD, Third Revised and Restated Development Order, Final Master Plan and Developer's Commitment Agreement and authorize the Chairman to execute the aforementioned documents for the Sproul Bible College PUD, consisting of 27.06 + acres, located on the south side of Wayside Drive, approximately 550 feet east of the intersection of Wayside Drive and Orange Boulevard, based on staff findings (Guy Rizzo, applicant). District 5 - Carey (Austin Watkins)

50. **Small Scall Land Use Amendment** - Approve the request for a Small Scale Land Use Amendment from PUBC (Public) to SE (Suburban Estates) on 6.74 ± acres, located on the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46, from PUBC (Public) to SE (Suburban Estates), and authorize the Chairman to execute the aforementioned land use amendment ordinance, based on staff findings, (Paul Gren, applicant). District 5 - Carey (Ian Sikonia)

Legislative Update

51. Staff is providing an update to the Board on legislative activities. (April Boswell/Susan Dietrich)

- **Chairman's Report**
- **District Commissioner's Report - 3, 4, 5, 1 and 2**
- **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.

1

Resolution No. 07-R_____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 26TH DAY OF JUNE, A.D. 2007.

WHEREAS, Mr. Jim Logue, born February 20, 1946 in Tampa Florida, moved to Seminole County's Black Hammock Area in the 1970's and called Seminole County his home for the next 30 years until his passing on January 11, 2007; and

WHEREAS, Mr. Jim Logue served the community of Seminole County as president of the Black Hammock Association and as a Hearing Officer for Prosecution Alternatives for Youth; and

WHEREAS, Mr. Jim Logue campaigned tirelessly for the preservation of rural Seminole County and specifically the protection of the Black Hammock area; and

WHEREAS, at their meeting on February 22, 2007 The Seminole County Trails and Greenways Advisory Committee was presented with a request to name the boardwalk at the Black Hammock Wilderness Area "Jim Logue's Way" and subsequently moved to recommend the naming; and

WHEREAS, on May 8, 2007, The Seminole County Board of County Commissioners approved the request to name the boardwalk at Black Hammock Wilderness Area as "Jim Logue's Way".

NOW, THERFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida wish to acknowledge Mr. Logue's contributions to the community of Seminole County by declaring June 30, 2007 "Jim Logue Day" by placing a marker denoting "Jim Logue's Way", on site at the Black Hammock Wilderness Area.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Seminole County, Florida that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole, and presented to Mrs. JoAnne Logue.

ADOPTED, this 26th day of June, A.D. 2007.

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ATTEST:

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

Item No. 2

PRESENTATION

Proposal for Drivers License Business Office

Presented by:

Ray Valdes, Seminole County Tax Collector

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Outdoor Security Light Agreement with Florida Power & Light Corporation for Cameron Wright Park & Lake Jesup Park

DEPARTMENT: Administrative Services **DIVISION:** Facilities Maintenance

AUTHORIZED BY: Steve Howard **CONTACT:** Leticia Figueroa **EXT:**

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached agreements with Florida Power & Light Corporation (FP&L) to install, maintain, and operate additional light fixtures at Cameron Wright Park & Lake Jesup Park. The total costs for both parks will be $196.45 per month.

District 5 Brenda Carey Joe Gasparini, Rafael Fernandez

BACKGROUND:

Cameron Wright Park, located on SR 46, East of Sanford, consists of two boat ramps, a pavilion, and parking areas. The park provides access to the St. Johns River and is extensively used by boaters. The park is currently being illuminated by several solar powered light fixtures. The Parks Division has contacted Facilities Management and requested that additional light fixtures be installed to increase the safety and security of the park users during early and late hours of the day. Facilities Management did a site visit with FP&L to determine the feasibility of the request. FP&L has proposed to install, maintain, and operate nine (9) light fixtures, installed on wooden poles, with 200 watt Cobraheads. This will greatly improve the illumination to the boat ramp, pavilion, parking areas, as well as the park's entrance. The cost will be $126.52 per month payable through the electrical utility bill. The pictures attached below show existing conditions of trees (mark with green paint) that will be removed upon the Board's approval of request.

Lake Jesup Park, located on at the South end of Sanford Avenue, consists of one boat ramp, a pavilion, and parking areas. The park provides access to Lake Jesup, and is extensively used by boaters. The park is currently being illuminated by several solar powered light fixtures. The Parks Division has contacted Facilities Management and requested that additional light fixtures be installed to increase the safety and security of the park users during early and late hours of the day. Facilities Management did a site visit with FP&L to determine the feasibility of the request. FP&L has proposed to install, maintain, and operate five (5) light fixtures, installed on wooden poles, four with 400 watt directional fixtures, and one with a 200 watt Cobrahead. This will greatly improve the illumination to the boat ramp, pavilion, parking areas, as well as the park's entrance. The cost will be $69.93 per month payable through the electrical utility bill.

The total cost for both parks will be $196.45 per month.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached agreement for FP&L to install, maintain, and operate additional light fixtures at Cameron Wright Park & Lake Jesup Park. The total costs for both parks will be $196.45 per month.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Cameron Wright photos
4. Cameron Wright Photos
5. Cameron Wright photos
6. Cameron Wright photos

Additionally Reviewed By:

- [x] Budget Review (Fredrik Coulter, Karen Hufman, Lisa Spriggs)
- [x] County Attorney Review (Ann Colby)

CAMERON WRIGHT
WR #2593369

OUTDOOR SECURITY LIGHT AGREEMENT

Outdoor lights are for year-round outdoor security lighting of yards, walkways and other similar areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company equipment and personnel for construction and maintenance. Company-owned luminaries normally will be mounted on Company's existing distribution poles and served from existing overhead wires.

The Company hereby agrees to supply and the Customer hereby agrees to receive and pay for all power, energy, and service required for the Outdoor Security Lights as listed on the request form and located at the address shown, in accordance with the Company's applicable Rate Schedule OL-1 and General Rules and Regulations for Electric Service, or any effective superseding and applicable rate schedule and rules and regulations in effect according to the Company's approved tariff for the terms of service specified below, and thereafter until canceled by either party.

The Customer hereby grants the Company the right to enter upon, occupy, and use such areas of the Customer's premises as are necessary to enable the Company to construct, install, operate, maintain, and repair said electric facilities which are Company-owned.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

At the Customer's request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaries are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the cost of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectable to others. If it is found after installation that the light is objectionable, the Company may terminate the service without obligation or liability.

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

TERM OF SERVICE (Check One): _____1 Year ✓ 3 Years

I (WE) agree to the terms and conditions above. I understand that the listed prices do not include tax, franchise, fuel capacity, conservation, & environmental charges.

CUSTOMERS SIGNATURE:_____ DATE: _____

FOR FPL: C Johnson DATE: 2-07-2007

FPL

Outdoor Lighting Information Form

Enter Customer Information

Customer Name: BOARD OF COUNTY COMMISSIONERS of SEMINOLE COUNTY	Phone:	
Service Address: CAMERON WRIGHT PARK/BOAT RAMP	City: GENEVA	Zip: 32732
Billing Address: PO BOX 8080	City: SANFORD	Zip: 32772

Please check below the type of fixture you wish installed (Note: The figures below represent approximate distance of illumination from the pole & approximate monthly charges . ***See reverse side for light patterns.***)

Select Light Fixture

NO OF LIGHTS	LIGHT PATTERN	TYPE	ILLUMINATION FROM POLE	APPROXIMATE COST PER MONTH
	A	70 Watt Open Bottom	50 feet	$12.00
	B	100 Watt Open Bottom	60 feet	$13.00
9	C	~~150~~ 200 Watt Open Bottom COBRAHEAD	80 feet	$14.00
	D	70 Watt Directional	60 feet	$12.00
	E	200 Watt Directional*	90 feet	$20.00
	F	400 Watt Directional*	120 feet	$24.00

Sketch Building and Light Position

See reverse side for sketch instructions.

FRONT

See ATTACHED SKETCH

FPL USE ONLY **Date:** _____ **Premise # or Existing Acct** _____

Job # 2593369 **Acct #** _____

Primary Map # EN0856 **TLN #** _____

Designer C JOHNSON **Pole Tagged** _____ **Yes** _____ **No**

Foreman _____ **Supervisor** _____

CAMERON WRIGHT PARK/BOAT RAMP
SECURITY LIGHT COSTS

9 POLES @$3.18 EACH PER MONTH =	$28.62	
9 - 200 WATT @$9.85 EACH PER MONTH =	$88.65	
5 - DOWN GUYS & ANCHORS @$1.85 EACH =	$9.25	
TOTAL	$126.52	PER MONTH

THERE ARE SOME PALM TREES THAT WILL NEED TO BE REMOVED

OUTDOOR LIGHTING

RATE SCHEDULE OL-1

AVAILABLE:

In all territory served.

APPLICATION:

For year-round outdoor security lighting of yards, walkways and other areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company equipment and personnel for construction and maintenance.

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particula individual or location. Where more extensive security lighting is required, such as for large parking lots or other commercial areas the Customer will provide the fixtures, supports and connecting wiring; the Company will connect to the Customer's system and provide the services indicated below.

SERVICE:

Service includes lamp renewals, energy from approximately dusk each day until approximatley dawn the following day, and maintenance of Company-owned facilities. The Company will replace all burned-out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining installing and removing any or all of its equipment and facilities.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service a any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Customer-owned facilities will be installed only on Customer-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source. Stand-by or resale service not permitted hereunder.

MONTHLY RATE:

Luminaire Type	Lamp Size Initial Lumens/Watts		KWH/Mo. Estimate	Charge for Company-Owned Unit ($) Fixtures	Maintenance	Energy Non-Fuel **	Total	Charge for Customer-Owned Unit ($) Relamping/ Energy	Energy Only
High Pressure									
Sodium Vapor	5,800	70	29	4.06	1.36	.59	6.01	1.28	.59
" "	9,500	100	41	4.17	1.37	.84	6.38	1.54	.84
" "	16,000	150	60	4.31	1.40	1.22	6.93	1.92	1.22
" "	22,000	200	88	6.27	1.79	1.79	9.85	2.48	1.79
" "	50,000	400	168	6.67	1.76	3.41	11.84	4.12	3.41
" " *	12,000	150	60	4.61	1.56	1.22	7.39	2.15	1.22
Mercury Vapor *	6,000	140	62	3.12	1.23	1.26	5.61	1.95	1.26
" " *	8,600	175	77	3.14	1.23	1.57	5.94	2.26	1.57
" " *	21,500	400	160	5.16	1.75	3.25	10.16	3.97	3.25

*These units are closed to new Company installations.
**The non-fuel energy charge is 2.031¢ per kwh.

(Continued on Sheet No. 8.726)

(Continued from Sheet No. 8.725)

Charges for other Company-owned facilities:

Wood pole and span of conductors:	$ 3.18
Concrete pole and span of conductors:	$ 4.29
Fiberglass pole and span of conductors:	$ 5.03
Underground conductors (excluding trenching)	$ .015 per foot
Down-guy, Anchor and Protector	$ 1.85

For Customer-owned outdoor lights, where the Customer contracts to relamp at no cost to FPL, the monthly rate for non-fuel energy shall be 2.031¢ per kWh of estimated usage of each unit plus adjustments.

Conservation Charge	See Sheet No. 8.030
Capacity Payment Clause	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Fuel Charge	See Sheet No. 8.030
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

TERM OF SERVICE:

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

COMPANY-OWNED FACILITIES:

Company-owned luminaires normally will be mounted on Company's existing distribution poles and served from existing overhead wires. The Company will provide one span of secondary conductor from existing secondary facilities to a Company-owned light at the Company's expense. When requested by the Customer, and at the option of the Company, additional spans of wire or additional poles or underground conductors may be installed by the Company upon agreement by the Customer to use the facilities for a minimum of three years and pay each month the charges specified under MONTHLY RATE.

The Customer will make a lump sum payment for the cost of changes in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be served hereunder.

At the Customer's request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaires are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the costs of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service.

(Continued on Sheet No. 8.727)

(Continued from Sheet No. 8.726)

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

CUSTOMER-OWNED FACILITIES:

Customer-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and lamp replacement at no abnormal cost. The Customer will provide all poles, fixtures, initial lamps and controls, and circuits up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service conductors.

The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

DEFINITIONS:

A "Luminaire," as defined by the Illuminating Engineering Society, is a complete lighting unit consisting of a lamp (bulb), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply.

A "Conventional" luminaire is supported by a bracket that is mounted on the side of an ordinary wood pole or an ornamental pole. This is the only type of luminaire offered where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is mounted on top of an ornamental pole. Underground conductors are required.

A "Traditional" luminaire resembles an Early American carriage lantern and is mounted on top of a pole. It requires an ornamental pole and underground conductors to a source of supply.

An "Ornamental" pole is one made of concrete or fiberglass.

LAKE JESSUP
WR# 2593379

OUTDOOR SECURITY LIGHT AGREEMENT

Outdoor lights are for year-round outdoor security lighting of yards, walkways and other similar areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company equipment and personnel for construction and maintenance. Company-owned luminaries normally will be mounted on Company's existing distribution poles and served from existing overhead wires.

The Company hereby agrees to supply and the Customer hereby agrees to receive and pay for all power, energy, and service required for the Outdoor Security Lights as listed on the request form and located at the address shown, in accordance with the Company's applicable Rate Schedule OL-1 and General Rules and Regulations for Electric Service, or any effective superseding and applicable rate schedule and rules and regulations in effect according to the Company's approved tariff for the terms of service specified below, and thereafter until canceled by either party.

The Customer hereby grants the Company the right to enter upon, occupy, and use such areas of the Customer's premises as are necessary to enable the Company to construct, install, operate, maintain, and repair said electric facilities which are Company-owned.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

At the Customer's request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaries are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the cost of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectable to others. If it is found after installation that the light is objectionable, the Company may terminate the service without obligation or liability.

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

TERM OF SERVICE (Check One): _____1 Year ✓ 3 Years

I (WE) agree to the terms and conditions above. I understand that the listed prices do not include tax, franchise, fuel capacity, conservation, & environmental charges.

CUSTOMERS SIGNATURE:_____ DATE: _____

FOR FPL: CRJohnson DATE: 2-7-2007

FPL

Outdoor Lighting Information Form

Enter Customer Information

Customer Name: BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY	Phone:	
Service Address: LAKE JESSUP PARK / BOAT RAMP	City: SANFORD	Zip: 32773
Billing Address: PO BOX 8080	City: SANFORD	Zip: 32772

Please check below the type of fixture you wish installed (Note: The figures below represent approximate distance of illumination from the pole & approximate monthly charges . ***See reverse side for light patterns.***)

Select Light Fixture

NO OF LIGHTS	LIGHT PATTERN	TYPE	ILLUMINATION FROM POLE	APPROXIMATE COST PER MONTH
	A	70 Watt Open Bottom	50 feet	$12.00
	B	100 Watt Open Bottom	60 feet	$13.00
1	C	~~150~~ 200 Watt ~~Open Bottom~~ COBRAHEAD	80 feet	$14.00
	D	70 Watt Directional	60 feet	$12.00
	E	200 Watt Directional*	90 feet	$20.00
4	F	400 Watt Directional*	120 feet	$24.00

Sketch Building and Light Position

See reverse side for sketch instructions.

FRONT

SEE ATTACHED SKETCH

FPL USE ONLY **Date:** _____ **Premise # or Existing Acct** _____

Job # 2593379 **Acct #** _____

Primary Map # EW0844 **TLN #** _____

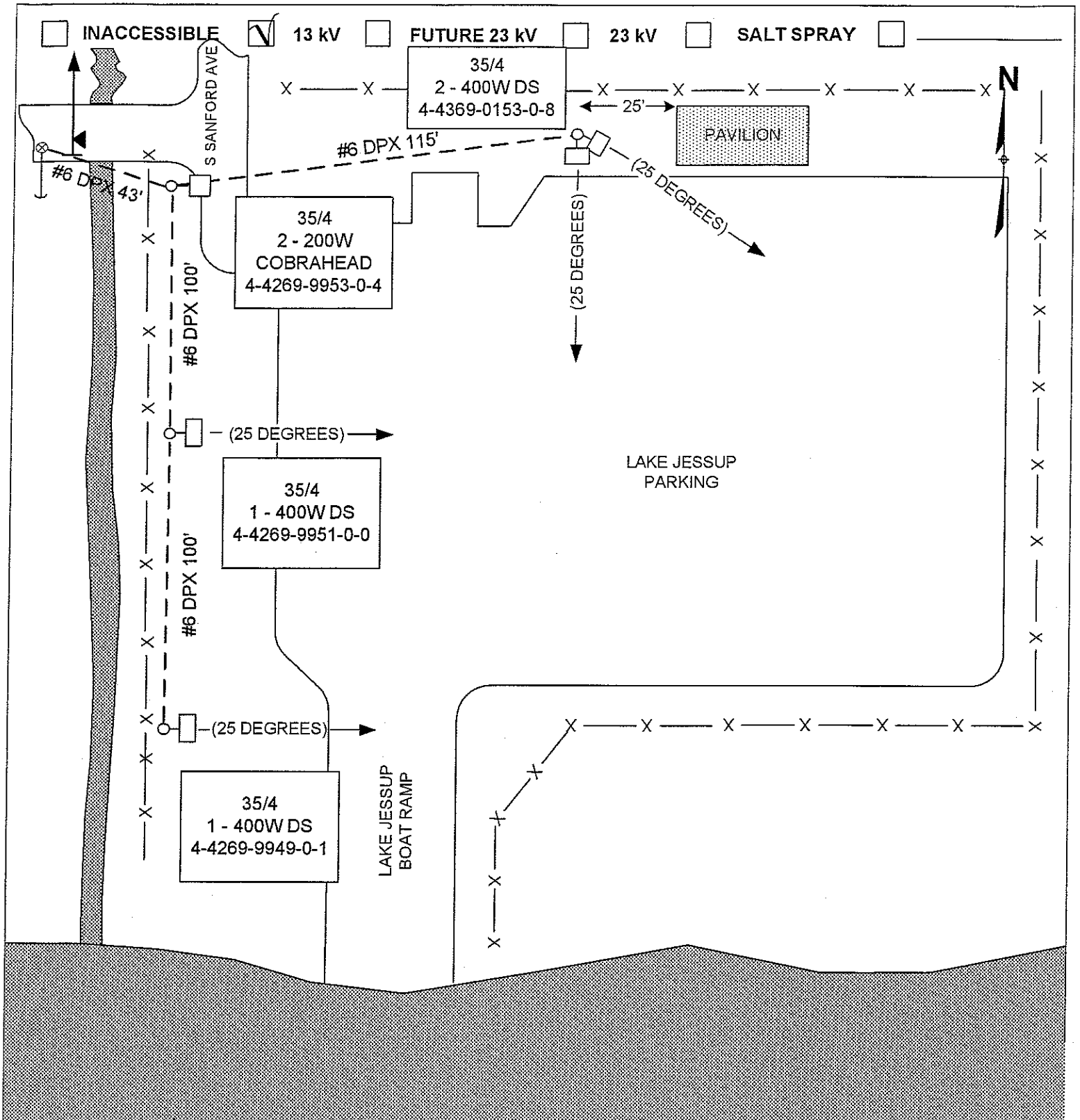
Designer C JOHNSON **Pole Tagged** _____ **Yes** _____ **No**

Foreman _____ **Supervisor** _____

LAKE JESSUP PARK/BOAT RAMP
SECURITY LIGHT COSTS

4 POLES @$3.18 EACH PER MONTH =	$12.72	
1 - 200 WATT @$9.85 PER MONTH =	$9.85	
4 - 400 WATT @$11.84 EACH PER MONTH =	$47.36	
TOTAL	$69.93	PER MONTH

☐ INACCESSIBLE ☑ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____



AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DA

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☒ No ☐	CT/Special Mtr? Yes ☐ No ☒	INSTALL SECURITY LIGHTS @ LAKE JESSUP PARK/BOAT RAMP SANFORD
Trees Access? Yes ☐ No ☒	Tree Staking Reqd? Yes ☐ No ☒		

PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Job Owner: C K JOHNSON	Phone: 407-328-1922
Requested Tel. Co. Transfer ? YES ☐ NO ☒		Designed by: C K JOHNSON	Date: 2/07/2007
Request CATV Transfer? YES ☐ NO ☒	Telephone Co. Job No.	Drawn by: CKJ Check by:	Dwg No. 1 OF 1
POLE LINE FEET 358'	DUCT BANK FT. 0'	Rural Location Sec. 30 TWP. 20 S,R. 30 E.	
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'	SCALE: N.T.S	St. Lt MAP No. / Pri Map No. EW0844
TLM/LDS MODEL No	Map Posting? YES ☒ NO ☐ Posted by:	WR XXXX IWR XXXX	M/A CF

OUTDOOR LIGHTING

RATE SCHEDULE OL-1

AVAILABLE:

In all territory served.

APPLICATION:

For year-round outdoor security lighting of yards, walkways and other areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company equipment and personnel for construction and maintenance.

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particula individual or location. Where more extensive security lighting is required, such as for large parking lots or other commercial areas the Customer will provide the fixtures, supports and connecting wiring; the Company will connect to the Customer's system and provide the services indicated below.

SERVICE:

Service includes lamp renewals, energy from approximately dusk each day until approximatley dawn the following day, and maintenance of Company-owned facilities. The Company will replace all burned-out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining installing and removing any or all of its equipment and facilities.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service a any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Customer-owned facilities will be installed only on Customer-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source. Stand-by or resale service not permitted hereunder.

MONTHLY RATE:

Luminaire Type	Lamp Size Initial Lumens/Watts		KWH/Mo. Estimate	Charge for Company-Owned Unit ($) Fixtures	Maintenance	Energy Non-Fuel **	Total	Charge for Customer-Owned Unit ($) Relamping/ Energy	Energy Only
High Pressure Sodium Vapor	5,800	70	29	4.06	1.36	.59	6.01	1.28	.59
" "	9,500	100	41	4.17	1.37	.84	6.38	1.54	.84
" "	16,000	150	60	4.31	1.40	1.22	6.93	1.92	1.22
" "	22,000	200	88	6.27	1.79	1.79	9.85	2.48	1.79
" "	50,000	400	168	6.67	1.76	3.41	11.84	4.12	3.41
" " *	12,000	150	60	4.61	1.56	1.22	7.39	2.15	1.22
Mercury Vapor *	6,000	140	62	3.12	1.23	1.26	5.61	1.95	1.26
" " *	8,600	175	77	3.14	1.23	1.57	5.94	2.26	1.57
" " *	21,500	400	160	5.16	1.75	3.25	10.16	3.97	3.25

*These units are closed to new Company installations.
**The non-fuel energy charge is 2.031¢ per kwh.

(Continued on Sheet No. 8.726)

(Continued from Sheet No. 8.725)

Charges for other Company-owned facilities:

Wood pole and span of conductors:	$ 3.18
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Conservation Charge	See Sheet No. 8.030
Capacity Payment Clause	See Sheet No. 8.030
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Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

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(Continued on Sheet No. 8.727)

(Continued from Sheet No. 8.726)

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DEFINITIONS:

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An "Ornamental" pole is one made of concrete or fiberglass.

10

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #2 to RFP-4156-02/BJC - Domestic Wastewater Residuals Management, Transport, Treatment and Disposal

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

AUTHORIZED BY: Steve Howard **CONTACT:** Diane Reed **EXT:** 7120

MOTION/RECOMMENDATION:
Approve Amendment #2 to RFP-4156-02/BJC with Florida N-Viro, L.P., Daytona Beach to increase the Not-To-Exceed Amount over the term of the contract to $1,600,000.00, authorize a rate increase identified in Exhibit B of the contract and extend the term of the agreement through June 4, 2008.

County-wide Ray Hooper

BACKGROUND:

RFP-4156-02/BJC provides services related to the transporting, treatment and disposal of domestic wastewater residuals produced at its water reclamation facilities. The original agreement provided for a five (5) year term with a Not To Exceed of $1,200,000.00 over the term of the agreement.

Amendment #2 is for a time extension of an additional 180 days to allow time for staff to investigate and evaluate alternative methods of sludge disposal and to procure the appropriate services. This time extension would require an additional $400,000.00, for a total revised Not To Exceed amount of $1,600,000.00 over the term of the agreement. In addition, Florida N-Viro, L.P. has requested a rate increase (Exhibit B of the agreement), which was compared to the Energy Information Administration's (EIA) website with the Lower Atlantic States for No. 2 Diesel. At the start of this contract in June 2002, diesel fuel was $1.25 per gallon according to the EIA it is currently $2.75 per gallon. Staff reviewed the rate increase, found the request to be within the prescribed range and has determined the request to be acceptable.

Funds are available in the Water and Sewer Utilities account line 087801.530430.

STAFF RECOMMENDATION:
Staff recommends that the Board approve Amendment #2 to RFP-4156-02/BJC with Florida N-Viro, L.P., Daytona Beach which increases the Not-To-Exceed Amount to $1,600,000.00, authorizes a rate increase identified in Exhibit B of the contract and extends the term of the agreement through June 4, 2008.

ATTACHMENTS:

1. Amendment
2. RFP-4156-02_BJC Agreement with Florida N-Viro, L.P.

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

SECOND AMENDMENT TO DOMESTIC WASTEWATER RESIDUALS MANAGEMENT, TRANSPORT, TREATMENT, AND DISPOSAL (RFP-4156-02/BJC)

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into on June 13, 2002, between **FLORIDA N-VIRO, L.P.**, whose address is Post Office Box 10629, Daytona Beach, Florida 32120, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on June 13, 2002, for domestic wastewater residual management services; and

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

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

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

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

SECTION 3. COMPENSATION AND PAYMENT.

(a) COUNTY agrees to compensate CONTRACTOR for the services called for under this Agreement based on Exhibit B. The total amount of compensation paid to CONTRACTOR under this Agreement shall not exceed ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS ($1,600,000.00) for the five (5) year term of this Agreement. Compensation shall be paid to

CONTRACTOR at the rates as indicated in Exhibit B, Rate Schedule, attached hereto and incorporated herein. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated amounts stated above.

2. Section 8 of the Agreement is amended to read:

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until June 4, 2008.

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

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

ATTEST:

FLORIDA N-VIRO, L.P.

_____
Witness

By:_____

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AEC:jjr
5/29/07
P:\Users\jroyal\Purchasing 2007\Agreements\RFP-4156-02-2nd Amd.doc

EXHIBIT B

Florida N-VIRO

Tomoka Rd. Operations Facility
1990 Tomoka Farms Road
Daytona Beach, Fl 32124
386-253-7721, fax 386-253-7538

Business Office
P.O. Box 10629
Daytona Beach, FL 32120
386-253-7721 fax 386-253-7538

5/14/2007

Mr. Bob Hunter
Procurement Supervisor
Purchasing and Contracts Division
Seminole County
1101 East First Street
Sanford, Florida 32771

Re; RFP-4156-02

Dear Mr. Hunter,
We have been providing the services of hauling and processing the Biosolids from the Greenwood Lakes Waste Water Treatment Facility since June of 2002. Since that time, the fuel costs have greatly increased to a point well beyond the anticipated price. We have incurred a steady raise in our trucking costs over the last several years and we are now at the point that we must ask for an increase to cover the additional expense. We are currently charging $42.50 per ton and we are asking for an increase of $5.28 per ton bringing the new price to $47.78. This increase will get us back to even and permit us to continue to provide the county with the highest quality of service.

As you can see on the worksheet below, our actual cost increase due to fuel is $6.18 per ton. We are only asking for an Increase of $5.28 per ton to cover the surcharges being billed to us by our hauling subcontractor. The cost of diesel has gone from $1.25 per gallon to $2.45 per gallon since the beginning of the contract.

Effect of PPI over Term of Seminole Contract
By applying PPI from inception
(ppi trucking index - PCU484121)

		Index			New	Change	
		Beginning	Ending	% Change	Unit Rate	From Inception	
May - May	2002-03	109.3	111.8	1.022873	$ 43.47	$ 0.97	
May - May	2003-04	111.8	116	1.037567	$ 45.11	$ 2.61	
May - May	2004-05	116	123.3	1.062931	$ 47.94	$ 5.44	
May - January 2006	2005-06	123.3	125.2	1.01541	$ 48.68	$ 6.18	14.55%
Proposed		$ 42.50	$ 47.78			$ 5.28	12.42%

*Source: EIA Lower Atlantic States, No. 2 Diesel

Best regards,
Tom Otermat
General Manager
Florida N-Viro. L.P.
863-698-3007

CIS

DOMESTIC WASTEWATER RESIDUALS MANAGEMENT, TRANSPORT, TREATMENT AND DISPOSAL SERVICE AGREEMENT (RFP-4156-02/BJC)

THIS AGREEMENT is made and entered into this 13 day of June, 2002, by and between Florida N-Viro, L.P., duly authorized to conduct business in the State of Florida, whose address is 1100 Lucia, Punta Gorda, Florida 33950, hereinafter called the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide domestic wastewater residuals management services including transport, treatment and disposal services in Seminole County; and

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

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

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

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

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be based on notification from the Plant Supervisor, COUNTY.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carlon Cole
DEPUTY CLERK

SECTION 3. COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the services called for under this Agreement based on Exhibit "B". The total amount of compensation paid to the CONTRACTOR under this Agreement shall not exceed ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($1,200,000.00) for the five (5) year term of this Agreement. Compensation shall be paid to the CONTRACTOR at the rates as indicated in Exhibit "B" Rate Schedule, attached hereto and incorporated herein. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated amounts stated above.

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

SECTION 4. BILLING AND PAYMENT.

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

(1) The name and address of the CONTRACTOR;

(2) Contract Number;

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

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

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

The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Environmental Services
500 West Lake Mary Boulevard
Sanford, Florida 32773

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

SECTION 5. AUDIT OF RECORDS.

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

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

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

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

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

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

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

SECTION 8. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for five (5) years.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for

the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

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

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

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

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

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

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

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

SECTION 11. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or

otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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

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

SECTION 14. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 15. INSURANCE.

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

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

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR 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, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

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

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

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

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

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

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

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

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

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

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

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

$250,000.00	(Each Accident)
$250,000.00	(Disease-Policy Limit)
$250,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$250,000.00
Each Occurrence Limit	$250,000.00

(3) Business Auto Policy.

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

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the

work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

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

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by 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 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 the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 16. 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 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment

Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR 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 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

shall keep COUNTY continually advised of such designation.

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

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

SECTION 20. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

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

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

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

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

Environmental Services
500 West Lake Mary Boulevard
Sanford, Florida 32773

FOR CONTRACTOR:
Florida N-Viro, L.P.
Florida N-Viro L.P.
1100 Lucia
Punta Gorda, Florida 33950

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

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

SECTION 27. CONFLICT OF INTEREST.

(a) The 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 the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the 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, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

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

Florida N-Viro, L.P.

ATTEST:

Assistant Secretary

(CORPORATE SEAL)

FLORIDA N-VIRO L.P.

By: _____

President

Richard W. Patton

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
5/15/02
rfp-4156

Attachments:
Exhibit "A" - Scope of Services
Exhibit "B" - Rate Schedule

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

DARYL G. MCLAIN, Chairman

Date: 6/13/02

As authorized for execution by
the Board of County Commissioners
at their 5/28, 2002,
regular meeting.

DOMESTIC WASTEWATER RESIDUALS MANAGEMENT
SCOPE OF SERVICES

Seminole County is seeking proposals from experienced and well qualified firms or individuals for the provision of services related to the transport, treatment and disposal of domestic wastewater residuals produced at its Water Reclamation facilities. It is a requirement of this solicitation that treatment achieve Class AA standards as defined by FAC 62-640, and EQ standards as provided by 40 CFR Part 503.

1. General Information:

1.1 The County produces dewatered wastewater residuals at its Greenwood Lakes WWTP Reclamation facility. At present, the County transports the residuals to the County Landfill for disposal.

1.2 The annual volume of dewatered residuals transported is approximately 4285 wet tons at a nominal 14% dry solids content. Increases are expected at approximately 20% each year.

1.3 The County will not accept any proposal which does not provide for treatment of wastewater residuals to achieve Class AA standards in accordance with FAC 62-640 and the requirements of EQ standards in accordance with 40 CFR 503. The successful bidder shall be solely responsible for transport, treatment, record keeping, reporting and disposal of Class AA products produced by the treatment process in accordance with Florida Department of Environmental protection (FDEP) regulations and local, state and federal laws.

.4 Accordingly, proposers are encouraged to evaluate the County's needs and offer innovative and creative solutions. It is for this reason that the County will allow alternate proposals to this RFP, as describe elsewhere. It should be noted that space and site constraints do not permit construction of additional facilities on County owned properties for the purpose of this RFP. Similarly, constraints on process imposed by the County's reclaimed water system do not allow modifications to the wastewater treatment process.

2.0 Scope of Services

2.1 Proposer will receive dewatered wastewater residuals into suitable transport equipment at the County's Greenwood Lakes Wastewater Treatment Facility, located at 701 Greenway Boulevard, Lake Mary, Florida.

2.2 The County's schedule for operation of the presses is variable and may require availability of transport equipment and other related services on a seven-day-per-week schedule, and may require twenty-four hour per day operation.

2.3 Proposer will assume all responsibility for transport at the point which residuals are delivered into the hauling equipment by the County.

2.4 Proposer will transport residuals to its permitted treatment facility and will process the residuals to meet the requirements of Class AA standards in accordance with FAC 62-640 and the requirements of EQ standards in accordance with 40 CFR 503.

2.5 Proposer will be responsible for all documentation, processing and disposal, and reporting.

2.6 Proposer will obtain and maintain all required permits in the Proposer's name to provide the required residual processing services. The Proposer may subcontract portions of the services to be provided, such as hauling. Proposers shall clearly designate subcontracted services. Subcontracting of a portion of the contract shall not relieve the Proposer of the requirement to perform the Contract. Proposer may not assign the contract, for any reason.

2.7 Proposer will comply with all applicable regulations relating to the services provided, without exception. The County shall incur no liability due to the Proposer's failure to observe applicable regulations.

EXHIBIT B

Price Proposal:

Florida N-Viro is pleased to offer the following price proposal schedule based upon negotiation of mutually acceptable terms and conditions between the parties:

Provide Transport, Treatment, and Disposal Services. $42.50 per wet ton[1]

Both options include FLNV providing Seminole County an annual credit of 15% tonnage generated for the use of our patented finished N-Viro-Soil™ product for direct use by Seminole County Parks, Recreation and or Road Departments, transportation not included. At current sale prices and volumes, this provides a value to Seminole County of $28,923 over the life of the contract.

Florida N-Viro has the ability to provide other trucking services, such as on-site yard truck tractor(s) to assist with loading and moving the trailers provided. We are available to discuss the needs of Seminole County at your request.

[1] FLNV will provide empty transport trailers at the WWTP site. The County will be responsible for loading said trailers evenly, to marked fill lines to ensure a minimum 23 tons per load, which is the minimum charge per truckload.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #3 to CC-1267-05/TLR - Seminole County Fence Repairs and Installation Master Agreement.

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

AUTHORIZED BY: Steve Howard **CONTACT:** Bill Johnson **EXT:** 7128

MOTION/RECOMMENDATION:
Approve and authorize Amendment #3 to CC-1267-05/TLR - Fence Repairs and Installation, with KMG Fence LLC, St. Cloud, Florida for additional Pay-Items.

County-wide Ray Hooper

BACKGROUND:

CC-1267-05/TLR provides for all labor, materials, equipment, coordination, transportation and incidentals necessary for the removal and/or construction of all fencing materials and installation throughout Seminole County. Amendment #3 will add additional Pay Items for the installation of perimeter fencing at various Natural Lands Program properties. These pay items consist of various types of field fence, posts and gates necessary for boundary fencing (please see Exhibit A).

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Contractor. The work and dollar amount for each work order shall be based on the project and will be negotiated on an as-needed basis. The budget funding for this agreement will be with each work order, since each work order will have a unique scope and cost. The total estimated annual expenditure is $220,000.00 in accordance with the approved annual budget.

STAFF RECOMMENDATION:
Staff recommends that the Board approve Amendment #3 to CC-1267-05/TLR - Fence Repairs and Installation, with KMG Fence LLC, St. Cloud, Florida for additional Pay-Items.

ATTACHMENTS:

1. CC-1267-05_TLR Amendment #3

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

THIRD AMENDMENT TO SEMINOLE COUNTY FENCE REPAIRS AND INSTALLATION AGREEMENT (CC-1267-05/TLR)

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2007 and is to that certain Agreement made and entered into on the October 10, 2005, as amended December 21, 2005 and October 3, 2006, between **KMG FENCE LLC**, whose address is 1906 S. Orange Blossom Trail, Apopka, Florida 32703, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above-referenced Agreement on October 10, 2005, as amended December 21, 2005 and October 3, 2006, for fence repairs and installation; 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 7 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Exhibit "C" of the Agreement is amended by the addition of items and prices as indicated in Exhibit "A", attached hereto.

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.

KMG FENCING LLC

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By: _____
KAREN MARIE GRIMSLEY, MANAGER

Date: _____

SEMINOLE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

Attachment:
Exhibit "A" - Additional Items and Prices

AEC:jjr
5/6/07
P:\Users\jroyal\Purchasing 2007\Agreements\CC-1267-05-3rd Amd.doc

Exhibit A

SUMMARY

A. General: This Section specifies requirements for installation of boundary fencing and gates.

B. Type of Fence: Fence shall be farm-type consisting of 12/6 gauge field fence (except where non-climb is specified) and 2 strand barbed wire on treated wood posts as detailed below.

MATERIALS

A. Barbed Wire: 12-1/2 gauge, 4-point double wrap, 15 gauge barbs with 5 inch spacing conforming to all requirements of the "Standard Specifications for Zinc Coated Galvanized Iron or Steel Wire" of the ASTM serial designation A121-48 and subsequent revisions.

B. Staples: Standard galvanized, 9-gauge, minimum 1-1/4 inch heavy duty barbed wire fence type.

C. Posts and Braces: Southern Pine or other treatable species as in the current revisions of Federal Specification TT-W-571. The physical quality including straightness, soundness, seasoning, marking, preservative type, retention, penetration, and quality assurance shall be controlled by Federal Specification TT-W-571.

1. Preservation and Retention: Chromated Copper Arsenate Type 3, (CAA- type 3) at a minimum retention of .30 pounds per cubic foot. The preservative retention shall be determined by assay extract in the zone from 0 to 1 inch from the surface of the post.

D. Gates: Winging pipe, 20 gauge galvanized steel, 1-5/8 inch pipe size, 16 feet x 4 feet with minimum 5 horizontal bars.

Exhibit A

PART 3 - EXECUTION

3.1 FENCE AND GATE INSTALLATION

A. Clearing: Clear all vegetation, trees (< than 8 inch DBH) and stumps for a distance of 10 feet to the inside of the boundary except at locations where wet conditions allow only minimum clearing to install fence. Any earth disturbed during the clearing process shall be replaced at the Contractor's expense as close as possible to the area's original grade.

B. Line Posts: Minimum 3½ inches top diameter (3"-4" class), 6½ feet long, placed a maximum of 12 feet apart and embedded 2 feet in the ground. Metal posts may be used in extremely wet areas.

C. Brace and Pull Posts: Minimum 6 inch top diameter, 8 feet long. Brace assemblies consisting of two brace posts and a horizontal post wrapped with two double strands of tension wire shall be placed every 1/8 mile and or at the end of a straight run (non-corner). Embed brace and pull posts 3 feet in the ground.

D. Corner Posts: Double brace assemblies using 3 brace posts minimum 6 inches in diameter, embedded 3 feet in the ground and two horizontal posts.

E. Field fence wire – Four foot hog/field fence with minimum 6 gauge horizontal top and bottom wires and 12 gauge wire on remaining structure. Stretched and taught to the touch.

F. Non-climb horse fence (field fence) – Four foot 12 gauge wire stretched taught to the touch.

G. Barbed Wire: Field fence - Two strand barbed wire spaced equal distance apart starting 2"above field fence. Four strand fencing – Four strands barbed wire spaced approximately 1 foot apart. Stretch barbed wire completely so that it is springy to the touch before being fastened to the post.

H. Gates: Install 16' tube gates as indicated. Size and install gate posts to ensure proper operation of gates.

Exhibit A

Items to be bid individually/separately

Line clearing with small bobcat or equivalent - linear foot

Removal and disposal of existing fencing – linear foot

Field fence with two strands barbed wire on minimum 3.5" treated posts – linear foot

Non-climb fence with two strands barbed wire on minimum 3.5" treated posts – linear foot

Four strand barbed wire on 3.5 inch treated wood posts – linear foot

Inline brace assembly – per unit
Gate assembly – per unit
Corner assembly – per unit

Already on contract (#84)

Item #	Description	Est. Quantity in linear feet	Unit Price	Total Price
1.	Line clearing app. 10' wide	30,000	$ 2.50	$ 75,000.00
2.	Removal and disposal of old fencing	20,000	$ 2.00	$ 40,000.00
	4' Field fence on 3.5" treated wood post. Two strands barbed top wire.	19,000	$ 4.92	$ 93,480.00
4.	Non-climb field fence on 3.5' treated wood post. Two strands barbed top wire.	10,000	$ 5.65	$ 56,500.00
5.	Four strand barbed wire on 3.5' treated wood posts	5,000	$ 4.41	$ 22,050.00
6.	~~Inline~~/End brace assembly	40	$ 75.00	$ 3,000.00
7.	16' Galvanized tube gate assembly	4	$ 190.00	$ 760.00
8.	Corner/brace assembly	10	$ 110.00	$ 1,100.00
	Inline			

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-1996-07/BHJ - Central Branch Library HVAC Replacement

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

AUTHORIZED BY: Steve Howard **CONTACT:** Bill Johnson **EXT:** 7128

MOTION/RECOMMENDATION:
Award CC-1996-07/BHJ in the amount of $119,000.00 to Air Ideal, Inc. of Chuluota for all labor, materials, equipment, transportation, coordination and incidentals necessary for the replacement of HVAC equipment at the Central Branch Library located at 215 North Oxford Road Casselberry, FL 32707.

County-wide Ray Hooper

BACKGROUND:

CC-1996-07/BHJ will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the replacement of HVAC equipment at the Central Branch Library located at 215 North Oxford Road Casselberry, FL 32707.

The project was publicly advertised and the County received two (2) responses. The Review Committee, consisting of Rafael Fernandez, Project Manager II, Rich Steiger, Project Manager I, and Scott Werley, Construction Manager, all of Facilities Management, reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The lowest responsive, responsible bidder was determined to be Jacaranda Air Conditioning Corporation of Durham, North Carolina. However, Jacaranda Air Conditioning Corporation submitted clarifications to their bid price which did not meet the scope of work required to be performed under this project. Jacaranda Air Conditioning Corporation was allowed to withdraw their bid for this project.

The Review Committee recommends award to the second lowest priced, responsive, responsible bidder, Air Ideal, Inc. in the amount of $119,000.00. The completion for this project is 42 Days for Substantial plus 14 Days to Final, for a total contract time of 56 calendar days from the issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet and the Bid Form from Air Ideal, Inc.

This is a budgeted project and funds are available in account line for Facilities Management - Construction in Progress (010560.560650, CIP#00240601).

STAFF RECOMMENDATION:

Staff recommends the Board award CC-1996-07/BHJ in the amount of $119,000.00 to Air Ideal, Inc. of Chuluota for all labor, materials, equipment, transportation, coordination and incidentals necessary for the replacement of HVAC equipment at the Central Branch Library located at 215 North Oxford Road Casselberry, FL 32707.

ATTACHMENTS:

1. CC-1996-07_BHJ Agreement to Air Ideal, Inc.
2. CC-1996-07_BHJ Backup Document

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CENTRAL BRANCH LIBRARY HVAC REPLACEMENT AGREEMENT
(CC-1996-07/BHJ)

THIS AGREEMENT is dated as of the ____ day of _____ 2007, by and between **AIR IDEAL, INC.**, duly authorized to conduct business in the State of Florida, whose address is 324 Grey Owl Run, Chuluota, Florida 32766, 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 Branch Library HVAC replacment.

The Project for which the Work under the Contract Documents is a part is generally described as Central Branch Library HVAC replacment.

SECTION 2. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within forty-two (42) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within fourteen (14)

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.

SECTION 3. 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 NINETEEN THOUSAND AND NO/100 DOLLARS ($119,000.00) 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 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 4. PAYMENT PROCEDURES.

(a) *Application for Payment.* CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment, 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 5. 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.

SECTION 6. 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, 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 COUNTY written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY 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 MITCH AMKRAUT, 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 7. 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 and Exhibit A-Scope of Services;

(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 8. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any

extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE HUNDRED AND NO/100 DOLLARS ($100.00) 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 9. 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 10. 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 11. 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:

Administrative Services
200 W. County Home Road
Sanford, FL 32773

For CONTRACTOR:

Air Ideal, Inc.
324 Grey Owl Run
Chuluota, FL 32766

SECTION 12. 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 13. 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:

_____
KIM AMKRAUT, Secretary

(CORPORATE SEAL)

AIR IDEAL, INC.

By:_____
MITCH AMKRAUT, President

Date:_____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

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

Attachment:
Exhibit A - Scope of Services

AEC:jjr
04/05/07
P:\Users\jroyal\Purchasing 2007\Agreements\CC-1996-07-BLH-Air Ideal.doc

Exhibit A

Scope of Services
Replacement of Self Contained Air Conditioning Units at
Seminole County Central Branch Library
Casselberry, Florida

Seminole County seeks the services of a qualified and licensed mechanical contractor, to replace the existing three (3) commercial self contained water cooled air conditioning units. The new replacement units will be supplied and delivered to the job site by Seminole County. The existing units are located inside the southwest mechanical room of the building.
Seminole County will provide signed and sealed engineered drawings for this project.

In addition to the Drawings and Specifications, the contractor will be responsible for the following items:

1. Apply, and pay for all applicable permits for this job. The City of Casselberry is the authority having jurisdiction over this project.

2. Building operations shall not be disrupted during the performance of this project. No zone shall be without air conditioning during the replacement of the zone's corresponding air handler. Other than pre-arranged deliveries, all work shall occur during library non-business hours. The library business hours are as follows:

Monday through Thursday	9:00 AM to 9:00 PM
Friday and Saturday	9:00 AM to 5:00 PM
Sunday	1:00 PM to 5:00 PM

3. Any related damage or alteration to the building shall be restored, to original condition at Contractor's expense.

4. Coordinate with Trane Orlando, the County's HVAC service contractor, the startup of the new units. The County will pay Trane's fees.

5. Coordinate with Site Secure, INC., the County's Fire Alarm service contractor, the removal and installation of fire alarm related equipment. The County will pay for Site Secure's fees.

6. This is a turn key project, each replaced system must be completely functional, right after being replaced.

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

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

BID NUMBER: CC-1996-07/BHJ
BID TITLE: Seminole County Central Branch Library HVAC Replacement

OPENING DATE: May 9, 2007 at 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2
	Jacaranda Air Conditioning Corporation 2615 Holloway Street Durham, NC 27703 Aston Campbell President (919) 957-3161 PH (919) 957-3012 FAX	Air Ideal, Inc. 324 Grey Owl Run Chuluota, FL 32766 Mitch Amkraut President (407) 761-0400 PH (407) 366-7560 FAX
Total Bid	**WITHDRAWN**	**$119,000.00**
Mandatory Pre-Bid Attendance	Yes	Yes
Acknowledge Addenda (1)	Yes	Yes
Bid Bond	Yes	Yes
Bid Form (Section 00100)	Yes	Yes
Public Entity Crimes (Section 00100)	Yes	Yes
Drug Free Workplace (Section 00100)	Yes	Yes
W-9 Taxpayer Form (Section 00100)	Yes	Yes
Bidder Information (Section 00160)	Yes	Yes
Experience of Bidder (Section 00160)	Yes	Yes
Non-Collusion Affidavit (Section 00300)	Yes	Yes
Nonsegregated Facility (Section 00310)	Yes	Yes
American w/Disabilities (Section 00630)	Yes	Yes

Tabulated and Posted by B. Johnson **May 10, 2007 at 12:00 PM Eastern**

Recommendation of Award:
(Posted 6/1/07 at 3:00 PM Eastern) **Air Ideal, Inc.**

Date of Award: **June 26, 2007**

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Central Branch Library HVAC Replacement
COUNTY CONTRACT NO. CC-1996-07/BHJ

Name of Bidder: Air Ideal Inc

Mailing Address: 324 Grey Owl Run Chuluota FL 32766

Street Address: 324 Grey Owl Run

City/State/Zip: Chuluota FL 32766

Phone Number: (407) 761 0400

FAX Number: (407) 366 7560

Contractor License Number: CAC 057908 + CGC 1512802

TO: Purchasing and Contracts Division of Seminole County, Florida

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

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

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

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

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

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

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY. This package can be downloaded free from the County's website http://www.seminolecountyfl.gov/fs/purchasing (select Current Procurement), or by calling 407-665-7128. Packages can also be purchased at the County Services Building, Purchasing and Contracts Division, 1101 East First Street, Room 3208, Sanford, Florida 32771.

BID FORM

AGREEMENT TITLE: Central Branch Library HVAC Replacement
COUNTY CONTRACT NO.: CC-1996-07/BHJ

TO: Board of County Commissioners
Seminole County, Florida

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

TOTAL AMOUNT OF BID: $ 119,000.
Numbers

One hundred-nineteen thousand dollars and NO/100
(IN WORDS)

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

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

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

Section 00100 - Bid Forms, including alternates and addendum, if any.

- Public Entity Crimes
- Drug-Free Workplace Form
- Request for Taxpayer Number (W-9)

Section 00150 - Trench Safety Act Form

Section 00160 - Bidder Information Forms

Section 00300 - Non-Collusion Affidavit of Bidder Form

Section 00310 - Certification of Nonsegregated Facilities Form

Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 8th day of May, 20 07.

Air Ideal, Inc
(Name of BIDDER)

Mitch Amkraut
(Signature of person signing this BID FORM)

Mitch Amkraut
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bidders Bond

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract - CC-2009-07/DRR

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

AUTHORIZED BY: Steve Howard **CONTACT:** Diane Reed **EXT:** 7120

MOTION/RECOMMENDATION:
Award CC-2009-07/DRR in the amount of $1,635,752.50 to Southern Site Works, Inc. of Zephyrhills, Florida for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of approximately 6,100 linear feet of 30-inch diameter reclaimed water main, approximately 1,600 linear feet of 24-inch diameter reclaimed water main, approximately 460 linear feet of 12-inch diameter water main, 2,600 linear feet of 8-inch diameter water main and the removal of an existing potable well from service along Yankee Lake Road and a portion of S.R. 46 located west of Yankee Lake Road and east of Longwood Markham Road.

County-wide Ray Hooper

BACKGROUND:

CC-2009-07/DRR will provide all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of approximately 6,100 linear feet of 30-inch diameter reclaimed water main, approximately 1,600 linear feet of 24-inch diameter reclaimed water main, approximately 460 linear feet of 12-inch diameter water main, 2,600 linear feet of 8-inch diameter water main and the removal of an existing potable well from service along Yankee Lake Road and a portion of S.R. 46 located west of Yankee Lake Road and east of Longwood Markham Road.

The project was publicly advertised and the County received sixteen (16) responses. The Review Committee, consisting of Mike Harber, Senior Engineer, Carol Hunter, Principal Engineer, and Dennis Westrick, Manager, all of Environmental Services, PEI Division reviewed the responses.

The Review Committee recommends award of the contract to the lowest priced responsive, responsible bidder, Southern Site Works, Inc., in the amount of $1,635,752.50. The completion time for this project is one hundred eighty (180) days to substantial, thirty (30) additional days to final, for a total of two hundred ten (210) days from the 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 Yankee Lake Road Reclaimed Main (40105.169100, CIP #00181201).

STAFF RECOMMENDATION:

Staff recommends the Board award CC-2009-07/DRR in the amount of $1,635,752.50 to Southern Site Works, Inc. for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of approximately 6,100 linear feet of 30-inch diameter reclaimed water main, approximately 1,600 linear feet of 24-inch diameter reclaimed water main, approximately 460 linear feet of 12-inch diameter water main, 2,600 linear feet of 8-inch diameter water main and the removal of an existing potable well from service along Yankee Lake Road and a portion of S.R. 46 located west of Yankee Lake Road and east of Longwood Markham Road.

ATTACHMENTS:

1. CC-2009-07_DRR Award Agreement to Southern Site Works, Inc.
2. CC-2009-07_DRR Backup

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT (CC-2009-07/DRR)
YANKEE LAKE ROAD RECLAIMED MAIN

THIS AGREEMENT is dated as of the ____ day of _____ 2007, by and between **SOUTHERN SITE WORKS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 4639 Bough Road, Zephyrhills, Florida 33541, 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 Yankee Lake Road Reclaimed Main.

The Project for which the Work under the Contract Documents is a part is generally described as Yankee Lake Road Reclaimed Main.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean CAMP, DRESSER AND MCKEE, whose address is 2301 Maitland Center Parkway, Suite 300, Maitland, Florida 32751.

(b) "CEI" is COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean CH2M HILL, whose address is 225 E. Robinson Street, Suite 505, Orlando, Florida 32801.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within ONE HUNDRED EIGHTY (180) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within THIRTY (30) calendar days after the actual date of Substantial Completion.

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

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

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

the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is ONE MILLION SIX HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-TWO AND 50/100 DOLLARS ($1,635,752.50) 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 ALAN PECKHAM, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

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

(k) CONTRACTOR acknowledges that the performance of the Work

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

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

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement

between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

(1) This Agreement;

(2) Bid Form and Addenda Acknowledgment, attached hereto as Exhibit A;

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

(4) American With Disabilities Act Affidavit, attached hereto as Exhibit C.

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

(1) Performance Bond;

(2) Payment Bond;

(3) Material and Workmanship Bond;

(4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

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

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) Contractor's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

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

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

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

(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

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

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

SECTION 9. LIQUIDATED DAMAGES.

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

impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($2,600.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound,

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

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

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

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

until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:
Environmental Services
500 W. Lake Mary Blvd.
Sanford, FL 32773

For CONTRACTOR:
Southern Site Works, Inc.
4639 Bough Road
Zephyrhills, FL 33541

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.

(End of Agreement - Signature Page Follows)

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

ATTEST:

SOUTHERN SITE WORKS, INC.

_____
ELVA JEAN REAMER, Vice-President

By:_____
DAVID A. REAMER, 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

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

AEC:jjr
06/01/2007; 6/12/07
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BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Yankee Lake Road Reclaimed Main
COUNTY CONTRACT NO. CC-2009-07/DRR

Name of Bidder: Southern Site Works, Inc.

Mailing Address: 4639 Bough Road

Street Address: 4639 Bough Road

City/State/Zip: Zephyrhills, FL 33541

Phone Number: (813) 788-6087

FAX Number: (813) 788-6156

Contractor License Number: CUC044228

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 5, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

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

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

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

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

BID FORM

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

TOTAL AMOUNT OF BID: $1,635,752.50
Numbers

One Million SixThirtyFive Thousand Seven Hundred Fifty Two Dollars and Fifty Cents
(IN WORDS)

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

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

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

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

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 15th day of May, 20 07.

Southern Site Works, Inc.
(Name of BIDDER)

(Signature of person signing this BID FORM)

David A. Reamer
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS 5% Bid Bond

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

Section 100

CC-2009-07/DRR-Yankee Lake Road Reclaimed Main

Yankee Lake Water Reclamation Facility Additional Reclaimed Water Discharge Main

ITEM NO.	ITEM DESCRIPTION-AMOUNT (PRICE WRITTEN IN WORDS)	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
101-1	Mobilization DOLLARS	LS	1	110,000.0	110,000.00
102-1	Maintenance of Traffic DOLLARS	LS	1	7,500.00	7,500.00
104-13-1	Silt Fence Staked (Type III) DOLLARS	LF	38000	1.00	38,000.00
~~100-74-2~~	~~Field Office (Note 3)~~ DOLLARS	DA	480	XXXXXXXXX	XXXXXXXXXX
120-4	Excavation, Subsoil DOLLARS	CY	1400	17.50	24,500.00
430-172-129	24" CMP Culvert, Remove and Replace (Note 1) DOLLARS	LF	60	32.50	1,950.00
430-984-129	Mitered End Section, Remove and Replace (Note 1) DOLLARS	EA	2	895.00	1,790.00
0556-1-5	Jack and Bore, Casing Diameter 30" DOLLARS	LF	218	395.00	86,110.00
0556-1-7	Jack and Bore, Casing Diameter 48" DOLLARS	LF	218	675.00	147,150.00
570-1-2	~~Performance Sod~~ Grass Argentine Bahia DOLLARS	SY	21000	3.00	63,000.00
1050-11224	Utility Pipe, F&I, PVC, 8" Water DOLLARS	LF	2600	11.00	28,600.00
1050-11224	Utility Pipe, F&I, PVC, 12" Water DOLLARS	LF	280	32.00	8,960.00
1050-11424	Utility Pipe, F&I, DI, 16" Reuse Water DOLLARS	LF	40	60.00	2,400.00
1030-114-03	12"x12" Tapping Saddle (Note 5) DOLLARS	EA	1	1,350.00	1,350.00
1030-114-04	12" Tapping Valve DOLLARS	EA	1	2,650.00	2,650.00
02570-2.06 (Note 2)	Pavement Replacement DOLLARS	SY	135	12.50	1,687.50
02570-2.06 (Note 2)	Asphalt Overlay DOLLARS	SY	370	7.50	2,775.00
2600 (Note 2)	Utility Pipe, F&I, DI, 24" Reuse Water DOLLARS	LF	1600	77.50	124,000.00
2600 (Note 2)	Utility Pipe, F&I, DI, 30" Reuse Water DOLLARS	LF	6100	111.00	677,100.00
02640-2.06 (Note 2)	6" Gate Valve DOLLARS	EA	5	975.00	4,875.00
02640-2.06 (Note 2)	12" Gate Valve DOLLARS	EA	1	2,250.00	2,250.00
02640-2.06 (Note 2)	16" Gate Valve DOLLARS	EA	2	4,850.00	9,700.00
02640-2.06 (Note 2)	24" Gate Valve DOLLARS	EA	3	15,500.00	46,500.00
02640-2.06 (Note 2)	30" Gate Valve DOLLARS	EA	~~3~~ 4	24,500.00	~~67,500.00~~ 98,000.00
02640-2.08 (Note 2)	Air Release Valve DOLLARS	EA	9	7,500.00	67,500.00
02640-2.10 (Note 2)	Fire Hydrant Assembly DOLLARS	EA	4	2,350.00	9,400.00
02866 (Note 2)	Marker Balls, Water DOLLARS	EA	37	12.50	462.50
02866 (Note 2)	Marker Balls, Reuse DOLLARS	EA	95	12.50	1,187.50

Bidder: Southern Site Works, Inc.

Date: 5-16-07

CC-2009-07/DRR-Yankee Lake Road Reclaimed Main

Yankee Lake Water Reclamation Facility Additional Reclaimed Water Discharge Main

ITEM NO.	ITEM DESCRIPTION-AMOUNT (PRICE WRITTEN IN WORDS)	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	AMOUNT
02675 (Note 2)	Disinfection, Cleaning and Testing of Mains DOLLARS	LS	1	12,500.00	12,500.00
09900 (Note 2)	Painting DOLLARS	LS	1	1,375.00	1,375.00
SEE DETAIL	Residential Water Service, Single DOLLARS	EA	1	350.00	350.00
SEE DETAIL	Residential Water Service, Double DOLLARS	EA	1	575.00	575.00
SEE DETAIL	Sample Point DOLLARS	EA	2	575.00	1,150.00
SEE DETAIL	Marker Post DOLLARS	EA	5	390.00	1,950.00
SEE DETAIL	Blow-Off Assembly DOLLARS	EA	6	475.00	2,850.00
SEE PLANS	Salvage and Demolition of Existing Potable Well DOLLARS	LS	1	1,450.00	1,450.00
550	Remove / reinstall existing security fence DOLLARS	LF	1380	13.50	18,630.00
02930	Clearing and Grubbing DOLLARS	AC	2	9,500.00	19,000.00
	Install / remove temporary security fence DOLLARS	LF	1450	4.50	6,525.00

Yankee Lake Water Reclamation Facility Additional Reclaimed Water Discharge Main Extension Total $1,635,752.50

Notes:

1. Contractor's option see sheet 22.
2. Technical specification section
3. ~~Contractor to coordinate location of field office with Seminole County Yankee Lake WRF Operations Supervisor~~.
4. Unless noted otherwise Item Number refers to FDOT Standard Specifications for Road and Bridge Construction.
5. Cost for tapping operations to include all labor, equipment, and appurtenances shall be included in the unit price for tapping saddle. No additional compensation shall be allowed.

Do you intend to use Trench Boxes or Sheeting? Boxes

Bidder: Southern Site Works, Inc

Date: 5-16-07

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

NOTICE TO BIDDERS:

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

TRENCH SAFETY MEASURE	UNITS OF MEASURE	QUANTITY	UNIT COST	EXTENDED COST
TRENCH SLOPING/BOX	LF.	10,580	2.00	21,160.00

TOTAL $ 21,160.00

David A. Reamer
Printed Name

Signature

Southern Site Works, Inc.
Bidder Name

May 15, 2007
Date

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: Southern Site Works, Inc.

Signature:

Printed Name: David A. Reamer

Title: President

Date: June 12, 2007

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 12th day of June, 2007 by David A. Reamer of Southern Site Works, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Sandra L. Crawford
Print Name Sandra L. Crawford
Notary Public in and for the County
and State Aforementioned

Sandra L. Crawford
Commission # DD344679
Expires August 8, 2008
Bonded Thru Fain Insurance, Inc. 800-385-7019

My commission expires: August 8, 2008

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

BID NUMBER: CC-2009-07/DRR
PROJECT TITLE: Yankee Lake Road Reclaimed Main
OPENING DATE: May 16, 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 ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Southern Site Works, Inc. 4639 Bough Road Zephyrhills, FL 33541 David A. Reamer (813) 788-6087 – Phone (813) 788-6156 – Fax	Stately Contractors, Inc. 6028 33rd St. E. Bradenton, FL 34203 Glenn P. Bower (941) 756-4700 – Phone (941) 756-4540 – Fax	T B Landmark Construction, Inc. 11220 New Berlin Rd. Jacksonville, FL 32226 Robin R. Thigpen (904) 751-1016 – Phone (904) 751-4125 – Fax	Cathcart Contracting Company PO Box 195788 Winter Springs, FL 327191-5788 John T. Cathcart (407) 629-2900 ext. 21 – Phone (407) 677-4212 – Fax
TOTAL AMOUNT OF BID	**$1,635,752.50**	**$1,773,368.00**	**$1,897,840.00**	**$1,919,387.00**
Acknowledgement of addenda 1-5	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes	Yes

CC-2009-07/DRR – Yankee Lake Road Reclaimed Main

ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8
	The Briar Corporation PO Box 470264 Lake Monroe, FL 32747 Robert E. Harrell (407) 321-2773 – Phone (407) 585-2509 – Fax	JMHC, Inc. 2170 West SR 434, Suite 330 Longwood, FL 32779 Samuel Metz (407) 865-7600 – Phone (407) 865-7616 – Fax	Olney Earthworks, Inc. 91 S. Sewalls Pt. Rd. Stuart, FL 34996 Peter M. Olney (772) 286-2550 – Phone (772) 286-2472 – Fax	Built-Rite Construction of Central Florida, Inc. 402 N. Center Street Pierson, FL 32180 Sandra C. Large (386) 749-0312 – Phone (386) 749-0434 – Fax
TOTAL AMOUNT OF BID	**$1,992,943.00**	**$2,049,139.00**	**$2,228,018.00**	**$2,311,564.85**
Acknowledgement of addenda 1-5	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Drug-Free Workplace	Yes	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes	Yes

CC-2009-07/DRR – Yankee Lake Road Reclaimed Main

ITEM DESCRIPTION	Response #9	Response #10	Response #11	Response #12
	Slaughter Construction Company, Inc. 5394 Hoffner Ave., Suite B Orlando, FL 32812 Robert C. Slaughter (407) 382-8146 – Phone (407) 382-8148 – Fax	Prime Construction Group, Inc. PO Box 590507 Orlando, FL 32859-0507 Reynolds C. Holiman (407) 856-8180 ext. 224 – Phone (407) 856-8182 – Fax	Volt Information Sciences, Inc. 12700 56th St. N. Clearwater, FL 33760 R.J. "Chip" Anderson (727) 556-0704 – Phone (727) 571-1990 – Fax	Southeast Enviroscape, Inc. 1616 Smithfield Way, #1042 Oviedo, FL 32765 A. Lee Smith (407) 366-6681 – Phone (407) 365-7294 – Fax
TOTAL AMOUNT OF BID	**$2,422,840.00**	**$2,443,985.00**	**$2,706,189.50**	**$2,758,813,00**
Acknowledgement of addenda 1-5	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Drug-Free Workplace	Yes	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes	Yes

CC-2009-07/DRR – Yankee Lake Road Reclaimed Main

ITEM DESCRIPTION	Response #13	Response #14	Response #15	Response #16
	Alliance Steel Construction, Inc. 3500 Nth 12th St. Superior, WI 54880 Dawn Ahlborg (715) 392-2433 – Phone (715) 392-6862 – Fax	AJC Construction, LLC 8046A President's Drive Orlando, FL 32809 Alexander Caputo (407) 855-5572 – Phone (407) 855-4922 – Fax	Akerman Construction Co., Inc. PO Box 1626 Purcell, OK 73080 Steve Akerman (405) 527-1232 – Phone (405) 527-0192 – Fax	Cornerstone Business, Inc. 3936 Paul S. Buchman Hwy Zephyrhills, FL 33542 Ken Hinsbro (813) 715-0808 – Phone (813) 715-0910 - Fax
TOTAL AMOUNT OF BID	**$2,798,776.00**	**$3,063,500.00**	**$3,135,095.00**	**$3,472,730.00**
Acknowledgement of addenda 1-5	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Drug-Free Workplace	Yes	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes	Yes

Opened and Tabulated by Lisa Riner *(Posted May 18, 2007 at 9:45 a.m. Eastern)*

Recommendation of Award: Southern Site Works (Posted May 31, 2007 at 10:30am)

BCC Agenda Date: June 26, 2007

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services - PS-5165-04/AJR Master Agreement for Continuing Professional Services

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

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

MOTION/RECOMMENDATION:
Approve an increase to the Board-approved Estimated Annual Expenditure for PS-5165-04/AJR Master Agreement for Continuing Professional Services including but not limited to construction plan preparation, preliminary and final design, and environmental and drainage permitting for minor projects by $250,000.00 additional per year.

County-wide Ray Hooper

BACKGROUND:

PS-5165-04/AJR provides for various professional services under the Consultants' Competitive Negotiation Act. The capital projects program within Public Works/Engineering Division has gone through a shift in its focus from large projects to smaller projects (construction costs less than $1,000,000.00). The majority of these smaller projects are for construction plan preparation, a service which is completed under this contract.

The Engineering Division work program has approximately 15 new projects with the average cost per work order between $50,000.00-$60,000.00 scheduled during the remaining period of 2007 and through 2008. This increase in projects and the use of this contract by other County divisions and departments dictate the need to increase the estimated annual maximum for this agreement to $1,000,000.00.

The following is the summary of the annual estimated cost of the agreement:

Original Board Approved Estimated Amount	$750,000.00
Requested Increase per year	$250,000.00
Revised Board Annual Estimated Amount	$1,000,000.00

Work will be ordered by Work Orders as required and funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends that the Board approve an increase to the Board-approved Estimated Annual Expenditure for PS-5165-04/AJR Master Agreement for Continuing Professional Services including but not limited to construction plan preparation, preliminary and final design, and environmental and drainage permitting for minor projects by $250,000.00 additional per year.

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: RFP-600193-07/BJC - Electrical, Control and Telemetry Systems Programming, Repair, Maintenance, Support and Calibration Services

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

AUTHORIZED BY: Steve Howard **CONTACT:** Betsy Cohen **EXT:** 7112

MOTION/RECOMMENDATION:
Award RFP-600193-07/BJC - Electrical, Control and Telemetry Systems Programming, Repair, Maintenance, Support and Calibration Services to DCR Engineering Services, Mulberry; Integrated Telecommunications Systems, Inc., Brandon; and Revere Control Systems, Birmingham, AL

County-wide Ray Hooper

BACKGROUND:

RFP-600193-07/BJC will provide for qualified firms for the purpose of programming, repairing, maintaining, supporting and calibrating the electrical, control and telemetry systems. The successful Contractors shall furnish all materials, equipment, labor, supervision and incidentals necessary to complete numerous project(s) for the Seminole County's water and wastewater facilities on an as needed basis. The scope of services does not include any work associated with the permitting, designing or drawings that require DEP approval or coordination. Those services will be procured via a separate contract.

This project was publicly advertised and the County received three (3) submittals in response to the solicitation.

The Review Committee, which consisted of Tom Owens, Environmental Services Department and Gary Rudolph, Environmental Services Department, evaluated the responses. Consideration was given to the qualifications, past performance, technical plan and fee schedule. The Review Committee recommends award of the project to DCR Engineering Services, Mulberry; Integrated Telecommunications Systems, Inc., Brandon; and Revere Control Systems, Birmingham, AL. Authorization for performance of services by the Contractors under this agreement shall be in the form of written Release Orders issued and executed by the County. The County will request cost proposals from Contractors approved under this project on an as needed basis. The Contractor will be determined based on proposed cost and completion time for the specific project. The estimated annual usage of the Agreements is $1,500,000. These Agreements shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, these Agreements may be renewed for two (2) successive periods not to exceed one (1) year each.

Supporting documents include the tabulation sheet and agreements as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends the Board award the project RFP-600193-07/BJC - Electrical, Control and Telemetry Systems Programming, Repair, Maintenance, Support and Calibration Services to DCR Engineering Services, Mulberry; Integrated Telecommunications Systems, Inc., Brandon; and Revere Control Systems, Birmingham, AL.

ATTACHMENTS:

1. Tabulation
2. Recommendation
3. Agreement - DCR
4. Agreement - Integrated Telecommunications Services, Inc.
5. Agreement - Revere Control Systems, Inc.

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S 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.

RFP NUMBER: RFP-600193-07-BJC
RFP TITLE: Request for Proposals for Electrical, Control and Telemetry Systems Programming, Repair, Maintenance, Support and Calibration Services

DUE DATE: May 30, 2007 at 2:00 P.M.

	Response 1	**Response 2**	**Response 3**
	DCR Engineering Services, Inc. 502 County Road 640 East Mulberry, FL 33860 (863) 428-8080 – Phone (863) 428-8036 – Fax Todd B. Bredbenner	Integrated Telecommunications Systems, Inc. 1971 W. Lumsden Road # 328 Brandon, FL 33511 (813) 684-7360 – Phone (813) 283-0011 – Fax Dane White	Revere Control Systems 2240 Rocky Ridge Road Birmingham, AL 35216 (205) 824-0004– Phone (205) 824-0439 – Fax Fred Weaver
Bidder's Certification	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes
Compliance with the Public Records Law	Yes	Yes	Yes
Drug-Free Workplace	Yes	Yes	Yes

The evaluation criteria is as follows:

Personnel and Past Performance
- Performance related to services as required in this solicitation
- Project Manager Experience, qualification and involvement in the project

Technical Plan
- Understanding of the Scope of Services
- Approach plan and work procedures to meet County's needs
- Response Time and Technical Support

Price Proposal

Status:
Posted: 5/31/2007 at 2:00 PM by Lynne M. Urice, Procurement Specialist
Recommendation of Award: DCR, ITS and Revere. BCC award: 6/26/2007 (Posted 6/08/2007 @ 3:11 PM)

Cohen, Betsy

From: Owens, Tom
Sent: Thursday, May 31, 2007 7:41 PM
To: Cohen, Betsy; Urice, Lynne
Cc: Dehler, Robert; Rudolph, Gary
Subject: RE: RFP-600193-07/BJC

Betsy,
As discussed earlier today, all three vendors which submitted proposals meet all qualifications. We feel that it would be in the County's best interests to select all three vendors to enter into contractual agreements with.

Tom Owens, Technology Supervisor
Seminole County Government
Water & Waste Water Division

(407)665-2721 Office
(407)665-2740 Fax
(407)665-9368 Pager
(407)314-6885 Cellular

From: Urice, Lynne
Sent: Thursday, May 31, 2007 2:25 PM
To: Dehler, Robert; Rudolph, Gary; Owens, Tom
Cc: Cohen, Betsy
Subject: RFP-600193-07/BJC

ATTACHED IS THE TABULATION AND PRICE COMPARISON SHEETS OF THE THREE VENDORS THAT BID ON RFP-600193-07/BJC FOR ELECTRICAL, CONTROL AND TELEMETRY SYSTEMS PROGRAMMING, REPAIR, MAINTENANCE, SUPPORT AND CALIBRATION SERVICES .

<< FILE: RFP-600193-07_PT.PDF >>

Lynne M. Urice
Procurement Specialist
1101 East First Street
Sanford, FL 32771-1468
Office: 407-665-7116
Fax : 407-665-7956
lurice@seminolecountyfl.gov

TERM CONTRACT FOR ELECTRICAL, CONTROL, AND TELEMETRY SYSTEMS PROGRAMMING, REPAIRS, MAINTENANCE, SUPPORT, AND CALIBRATION SERVICES (RFP-600193-07/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **DCR ENGINEERING SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 502 County Road 650 East, Post Office Box 935, Mulberry Florida 33860, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide electrical, control, and telemetry systems programming, repairs, maintenance, support, and calibration services for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide electrical, control, and telemetry systems programming, repairs, maintenance, support, and calibration services to COUNTY and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish materials, equipment, and services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase

of services or require COUNTY to place any orders for work.

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

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so. The County Representative will request cost proposals from contractors approved under this Agreement on an as-needed basis. The contractor will be determined based on proposed cost and completion time for the specific

project.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by COUNTY for electrical, control, and telemetry systems programming, repairs, maintenance, support, and calibration services.

SECTION 6. PAYMENT AND BILLING.

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

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

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

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

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

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

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

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period

and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

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

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the 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. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

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

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

of termination.

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

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

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

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

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that

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

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

SECTION 13. CONFLICT OF INTEREST.

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

(b) CONTRACTOR agrees that it will neither take any action nor

engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

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

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

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

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

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this

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

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its

full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

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

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

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

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an

aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

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

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

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

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

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

SECTION 18. 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) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY protest procedures set forth in subsection (a) above of which CONTRACTOR 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 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

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

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the

conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

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

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

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

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

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

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

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

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

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

FOR CONTRACTOR:
DCR Engineering Services, Inc.
Post Office Box 935
Mulberry, FL 33860

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

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

ATTEST:

_____
RONALD E. JORDAN, Secretary

(CORPORATE SEAL)

DCR ENGINEERING SERVICES, INC.

By:_____
TODD BREDBENNER, President

Date:_____

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

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 _____, 2007
regular meeting.

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

AEC:jjr
06/04/07; 6/11/07
P:\Users\jroyal\Purchasing 2007\Agreements\RFP-600193-07-DCR Engineering.doc

Exhibit A
Scope of Services

- The Contractors shall construct, furnish and install all instrumentation and control systems as specified to perform the intended function on an as required basis. Work shall include all labor, materials, coordination, transportation, incidentals and equipment necessary to complete the factory tests, deliver to the site, programming, interfacing with all existing equipment and radio telemetry systems. Work shall include calibration, system start-up services required to completely furnish and install a programmable controller based control and data acquisition systems with instruments and control devices for the automation of water and wastewater treatment plants.

- The Contractors shall supply technical and programming services on an as required basis to troubleshoot and optimize Seminole County's existing control and telemetry systems. These services shall be charged on an hourly basis per the bid schedule.

- The Contractors shall supply electrical construction and maintenance services on an as required basis to troubleshoot and optimize Seminole County's existing control, power and telemetry systems. These services shall be charged on an hourly basis per the fee schedule.

- The Contractors shall supply instrument calibration services on an as required basis. These services shall be charged on an hourly basis per the fee schedule.

- The Contractors shall supply technical telephone support services on an as required basis. This telephone support shall be charged for on a per call base rate for the first thirty (30) minutes and in fifteen (15) minute increments. At the start of each telephone support session, the Contractor shall assign a "Case Number" and log the start time and completion time. Billing shall be based on these logs.

Response Time:

- The Contractors must maintain an inventory of applicable spare Motorola MOSCAD RTU parts and provide delivery within four (4) hours for inoperable systems and delivery within ten (10) days for non-emergency needs.
- The Contractors must be able to provide service twenty-four (24) hours per day. During emergencies the Consultant must be able to respond within four (4) hours of notification and within seventy-two (72) hours of notification for non-emergency service.

Technical Support:

- The Contractors shall provide technical support such as cost estimates, advice pertaining to the advisability of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.

Emergency Services:

- Emergency Services are those services initiated during non-normal business hours and require priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.

Programming Services:

- Programming services shall include:
  - PLC Programming Motorola "MOSCAD" and Rockwell "RS-Logix"
  - Communication equipment "IP Gateways", IP interface module" and Network Infrastructure
  - Wonderware programming "InTouch", "InSQL" and Archestra "Industrial Application Servers".
  - Local HMI Maple systems equipment
  - Variable speed Drives
  - All software and software applications are to be turned over to the county at time of implementation and system start-up.

Calibration Services:

- Required calibrations of all County Water and Waste Water treatment plants, well sites and ancillary support sites. Provide calibration report certification for each instrument containing before and after calibration values\deviations printed and bound to be kept on site. Provide a back up electronic copy for off site storage. Calibration stickers must be affixed to all instruments calibrated and signed by technician.

- Examples of these devices are, but not limited to, the following:
  - Pressure Transmitters
  - Flow switches
  - Flow meters
  - Chart recorders
  - Analytical transmitters
  - In line flow meters
  - Valve Positioners

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn: PURCHASING DIVISION**	**REQUEST FOR PROPOSALS** And Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	**RFP-600193-07/BJC** **Electrical, Control and Telemetry Systems Programming, Repair, Maintenance, Support and Calibration Services**
Proposal Due Date: **May 23, 2007** Proposal Due Time: **2:00 P.M.**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: DCR Engineering Services, Inc.	Federal Employer ID Number or SS Number: 59-3441751
Mailing Address: P.O. Box 935 502 County Road 640 East	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Mulberry, FL 33860	
Type of Entity: *(Circle one)* Corporation Partnership Proprietorship Joint Venture	X Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: (863) 428-8080	Typed Name: Todd Bredbenner
Toll Free Telephone Number: (800) 429-2346	Title: President
Fax Number: (853) 428-8036	Date: May 23, 2007

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Section 5
Price Proposal

PROJECT: **ELECTRICAL, CONTROLS AND TELEMETRY SYSTEMS**
COUNTY CONTRACT NO. **RFP-600193-07/BJC**

Name of Proposer: DCR Engineering Services, Inc.

Mailing Address: PO Box 935

Street Address: 502 County Road 640 East

City/State/Zip: Mulberry, FL 33860

Phone Number: (863) 428-8080

FAX Number: (863) 428-8036

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, 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 Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 1, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/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 is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 24th day of May, 2007.

DCR Engineering Services, Inc.
(Name of PROPOSER)

(Signature of person signing FORM)

Todd B. Bredbenner, P.E.
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Fee Schedule
RFP-600193-07/BJC

MOSCAD Panel Construction and Renewal Parts Prices:

Estimated Quantity	Part Number	Description	Unit Cost	Extended Cost
25	F6936V370	Series 400 CPU with DPSK Radio Modem	$ 1,390.40	$ 34,760.00
35	FRN1420	16 Digital Input Card	$ 290.40	$ 10,164.00
35	FRN1492	16 Digital Output Card (ML)	$ 510.40	$ 17,864.00
10	FRN1489	4 Analog Output Card (4-20mA)	$ 523.60	$ 5,236.00
15	FRN1421	8 Analog Input Card (4-20mA)	$ 660.00	$ 9,900.00
15	FRN1490	Mixed I/O Card (4EE, 8DI, 2AI 4-20mA)	$ 510.40	$ 7,656.00
15	FRN1492	Mixed I/O Card (3ML+1EE, 8DI, 2AI 4-20mA)	$ 510.40	$ 7,656.00
10	FRN5547	6 Slot Motherboard	$ 135.52	$ 1,355.20
10	FRN5548	8 Slot Motherboard	$ 206.80	$ 2,068.00
5	FRN5659	3 Slot Motherboard	$ 73.04	$ 365.20
25	FPN5522	115V / 8A Switching Power Supply	$ 497.20	$ 12,430.00
10		Radio Modem (DPSK)	$ 1,214.40	$ 12,144.00
50		Battery 5AH	$ 72.00	$ 3,600.00
25	6008261C04	Lithium Battery	$ 66.00	$ 1,650.00
10	1502802E01	Lithium Battery Holder	$ 30.00	$ 300.00

Hourly rate to provide labor for installations, repairs, maintenance or general services, involving the Project. Hourly rates commence upon arrival to site. Reimbursement for travel time from sites will not be authorized. Hourly rates must be inclusive of all administrative and overhead expenses necessary to provide all required services in accordance with the scope of services for any and all tasks as required as part of this solicitation. The hourly rate must included all direct and indirect costs associated with the work, including profit and authorized travel and per Diem expenses. For other parts and Non-Motorola parts not specified in the solicitation but needed for the work, the County will reimburse the Contractor for materials at their actual invoiced price. The Contractor must submit copies of invoices to the County. In some instances, depending on the type and size of the job, the County reserves the right to purchase materials for the job and the Contractor will be responsible for the installation or repair. This action will be determined prior to the commencement of any work.

Estimated Hours Quantity	Description	Unit Price	Units
1200	Programming Services	$ 80.00	per hour
250	Panel Designer Services	$ 57.00	per hour
500	Panel Construction Technician (shop)	$ 55.00	per hour
250	Panel Construction Technician (on-site)	$ 68.00	per hour
100	Draftsman / CAD Technician	$ 40.00	per hour
350	Electrician (installation)	$ 50.00	per hour
500	Electrician Helper (installation)	$ 40.00	per hour
350	Instrumentation Service Technician	$ 60.00	per hour
50	Telephone Support	$ No Change	Base Rate (First 30 Minutes)
25	Telephone Support Incremental	$ 50.00	additional 15 minutes increment
100	Project Management	$ 95.00	per hour
250	On-Site Supervision	$ 85.00	per hour
150	Clerical (O&M Documentation)	$ 30.00	per hour
50	Emergency Servcie / Non-Business Hours rate multiplier	150%	per hour

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

EXHIBIT B

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE	OP
REVISION DATE	
REQ. NUMBER	
ANALYST	
VENDOR NUMBER	

SHIP TO

VENDOR

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			SAMPLE PURCHASE ORDER		

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV.

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

TERM CONTRACT FOR ELECTRICAL, CONTROL, AND TELEMETRY SYSTEMS PROGRAMMING, REPAIRS, MAINTENANCE, SUPPORT, AND CALIBRATION SERVICES (RFP-600193-07/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **INTEGRATED TELECOMMUNICATION SYSTEMS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1971 W. Lumsden Road, No. 328, Brandon, Florida 33511, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide electrical, control, and telemetry systems programming, repairs, maintenance, support, and calibration services for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide electrical, control, and telemetry systems programming, repairs, maintenance, support, and calibration services to COUNTY and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish materials, equipment, and services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase

of services or require COUNTY to place any orders for work.

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

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so. The County Representative will request cost proposals from contractors approved under this Agreement on an as-needed basis. The contractor will be determined based on proposed cost and completion time for the specific

project.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by COUNTY for electrical, control, and telemetry systems programming, repairs, maintenance, support, and calibration services.

SECTION 6. PAYMENT AND BILLING.

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

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

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

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

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

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

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

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period

and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

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

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the 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. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

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

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

of termination.

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

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

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

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

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that

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

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

SECTION 13. CONFLICT OF INTEREST.

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

(b) CONTRACTOR agrees that it will neither take any action nor

engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

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

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

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

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

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this

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

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its

full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

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

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

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

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an

aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

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

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

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

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

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

SECTION 18. 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) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY protest procedures set forth in subsection (a) above of which CONTRACTOR 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 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

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

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the

conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

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

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

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

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

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

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

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

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

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

FOR CONTRACTOR:
Integrated Telecommunication Systems, Inc.
1971 W. Lumsden Road, #328
Brandon, FL 33511

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

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

ATTEST:

_____
JEFFERY J. EARHART
Vice-President

(CORPORATE SEAL)

INTEGRATED TELECOMMUNICATION SYSTEMS, INC.

By: _____
MARC A. BRAUER
President

Date: _____

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

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 _____, 2007 regular meeting.

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

AEC:jjr
6/4/07; 6/11/07
P:\Users\jroyal\Purchasing 2007\Agreements\RFP-600193-07-Integrated Telecommunication.doc

Exhibit A
Scope of Services

- The Contractors shall construct, furnish and install all instrumentation and control systems as specified to perform the intended function on an as required basis. Work shall include all labor, materials, coordination, transportation, incidentals and equipment necessary to complete the factory tests, deliver to the site, programming, interfacing with all existing equipment and radio telemetry systems. Work shall include calibration, system start-up services required to completely furnish and install a programmable controller based control and data acquisition systems with instruments and control devices for the automation of water and wastewater treatment plants.

- The Contractors shall supply technical and programming services on an as required basis to troubleshoot and optimize Seminole County's existing control and telemetry systems. These services shall be charged on an hourly basis per the bid schedule.

- The Contractors shall supply electrical construction and maintenance services on an as required basis to troubleshoot and optimize Seminole County's existing control, power and telemetry systems. These services shall be charged on an hourly basis per the fee schedule.

- The Contractors shall supply instrument calibration services on an as required basis. These services shall be charged on an hourly basis per the fee schedule.

- The Contractors shall supply technical telephone support services on an as required basis. This telephone support shall be charged for on a per call base rate for the first thirty (30) minutes and in fifteen (15) minute increments. At the start of each telephone support session, the Contractor shall assign a "Case Number" and log the start time and completion time. Billing shall be based on these logs.

Response Time:

- The Contractors must maintain an inventory of applicable spare Motorola MOSCAD RTU parts and provide delivery within four (4) hours for inoperable systems and delivery within ten (10) days for non-emergency needs.
- The Contractors must be able to provide service twenty-four (24) hours per day. During emergencies the Consultant must be able to respond within four (4) hours of notification and within seventy-two (72) hours of notification for non-emergency service.

Technical Support:

- The Contractors shall provide technical support such as cost estimates, advice pertaining to the advisability of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.

Emergency Services:

- Emergency Services are those services initiated during non-normal business hours and require priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.

Programming Services:

- Programming services shall include:
  - PLC Programming Motorola "MOSCAD" and Rockwell "RS-Logix"
  - Communication equipment "IP Gateways", IP interface module" and Network Infrastructure
  - Wonderware programming "InTouch", "InSQL" and Archestra "Industrial Application Servers".
  - Local HMI Maple systems equipment
  - Variable speed Drives
  - All software and software applications are to be turned over to the county at time of implementation and system start-up.

Calibration Services:

- Required calibrations of all County Water and Waste Water treatment plants, well sites and ancillary support sites. Provide calibration report certification for each instrument containing before and after calibration values\deviations printed and bound to be kept on site. Provide a back up electronic copy for off site storage. Calibration stickers must be affixed to all instruments calibrated and signed by technician.

- Examples of these devices are, but not limited to, the following:
  - Pressure Transmitters
  - Flow switches
  - Flow meters
  - Chart recorders
  - Analytical transmitters
  - In line flow meters
  - Valve Positioners

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn.: PURCHASING DIVISION**	**REQUEST FOR PROPOSALS** and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	**RFP-600193-07/BJC** **Electrical, Control and Telemetry Systems Programming, Repair, Maintenance, Support and Calibration Services**
Proposal Due Date: **May 23, 2007** Proposal Due Time: **2:00 P.M.**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: INTEGRATED Telecommunication Systems, INC.	Federal Employer ID Number or SS Number: FEID 36-4097682
Mailing Address: 1971 W Lumsden Rd #328	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Brandon, FL 33511	
Type of Entity: *(Circle one)* (Corporation) Proprietorship Partnership Joint Venture	X Dane White Authorized Signature (Manual)
Incorporated in the State of: IL	
Telephone Number: 813-684-7350	Typed Name: DANE White
Toll Free Telephone Number: (800)	Title: Florida Manager
Fax Number: 813-283-0011	Date: 5-28-07

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Section 5
Price Proposal

PROJECT: **ELECTRICAL, CONTROLS AND TELEMETRY SYSTEMS**
COUNTY CONTRACT NO. **RFP-600193-07/BJC**

Name of Proposer: Integrated Telecommunications Systems, INC.

Mailing Address: 1971 W. Lumsden Road #328

Street Address: 1971 W. Lumsden Road #328

City/State/Zip: Brandon, FL 33511

Phone Number: (813) 684-7360

FAX Number: (813) 283-0011

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, 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 Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. ____1____ through ____1____, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/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 is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 28 day of May, 20 07.

ITS, INC.
(Name of PROPOSER)

Dane White
(Signature of person signing FORM)

DANE White
(Printed name of person signing FORM)

Florida Manager
(Title of person signing FORM)

Fee Schedule
RFP-600193-07/BJC

MOSCAD Panel Construction and Renewal Parts Prices:

Estimated Quantity	Part Number	Description	Unit Cost	Extended Cost
25	F6936V370	Series 400 CPU with DPSK Radio Modem	$ 1,496.00	$ 37,400.00
35	FRN1420 V115AE	16 Digital Input Card	$ 280.50	$ 9,817.50
35	FRN1492 V516AA	16 Digital Output Card (ML)	$ 493.00	$ 17,255.00
10	FRN1489 V118AD	4 Analog Output Card (4-20mA)	$ 595.00	$ 5,950.00
15	FRN1421 V278AE	8 Analog Input Card (4-20mA)	$ 637.50	$ 9,562.50
15	FRN1490 V436AA	Mixed I/O Card (4EE, 8DI, 2AI 4-20mA)	$ 493.00	$ 7,395.00
15	FRN1492 FRN1484B	Mixed I/O Card (3ML+1EE, 8DI, 2AI 4-20mA)	$ 505.75	$ 7,586.25
10	FRN5547	6 Slot Motherboard	$ 154.00	$ 1,540.00
10	FRN5548	8 Slot Motherboard	$ 235.00	$ 2,350.00
5	FRN5659	3 Slot Motherboard	$ 83.00	$ 415.00
25	FPN5522	115V / 8A Switching Power Supply	$ 191.25	$ 4,781.25
10	FRN57080	Radio Modem (DPSK)	$ 180.00	$ 1,800.00
50	FLN4666A	Battery 5AH	$ 61.20	$ 3,060.00
25	6008261C04	Lithium Battery	$ 8.65	$ 216.25
10	1502802E01	Lithium Battery Holder	$ 9.25	$ 92.50

Hourly rate to provide labor for installations, repairs, maintenance or general services, involving the project. Hourly rates commence upon arrival to site. Reimbursement for travel time from sites will not be authorized. Hourly rates must be inclusive of all administrative and overhead expenses necessary to provide all required services in accordance with the scope of services for any and all tasks as required as part of this solicitation. The hourly rate must include all direct and indirect costs associated with the work, including profit and authorized travel and per Diem expenses. For other parts and Non-Motorola parts not specified in the solicitation but needed for the work, the County will reimburse the Contractor for materials at their actual invoiced price. The Contractor must submit copies of invoices to the County. In some instances, depending on the type and size of the job, the County reserves the right to purchase materials for the job and the Contractor will be responsible for the installation or repair. This action will be determined prior to the commencement of any work.

Estimated Hours Quantity	Description	Unit Price	Units
1200	Programming Services	$ 125.00	per hour
250	Panel Designer Services	$ 115.00	per hour
500	Panel Construction Technician (shop)	$ 55.00	per hour
250	Panel Construction Technician (on-site)	$ 65.00	per hour
100	Draftsman / CAD Technician	$ 62.00	per hour
350	Electrician (installation)	$ 85.00	per hour
500	Electrician Helper (installation)	$ 65.00	per hour
350	Instrumentation Service Technician	$ 70.00	per hour
50	Telephone Support	$ 125.00	Base Rate (First 30 Minutes)
25	Telephone Support Incremental	$ 50.00	additional 15 minutes increment
100	Project Management	$ 95.00	per hour
250	On-site Supervision	$ 75.00	per hour
150	Clerical (O&M Documentation)	$ 35.00	per hour
50	Emergency Service / Non-business Hours rate multiplier	% 200	per hour

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

EXHIBIT B

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE	OP
REVISION DATE	
REQ. NUMBER	
ANALYST	
VENDOR NUMBER	

SHIP TO

VENDOR

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			SAMPLE PURCHASE ORDER		

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV.

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

TERM CONTRACT FOR ELECTRICAL, CONTROL, AND TELEMETRY SYSTEMS PROGRAMMING, REPAIRS, MAINTENANCE, SUPPORT, AND CALIBRATION SERVICES (RFP-600193-07/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **REVERE CONTROL SYSTEMS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2240 Rocky Ridge Road, Birmingham, Alabama 35216, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide electrical, control, and telemetry systems programming, repairs, maintenance, support, and calibration services for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide electrical, control, and telemetry systems programming, repairs, maintenance, support, and calibration services to COUNTY and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish materials, equipment, and services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase

of services or require COUNTY to place any orders for work.

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

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so. The County Representative will request cost proposals from contractors approved under this Agreement on an as-needed basis. The contractor will be determined based on proposed cost and completion time for the specific

project.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by COUNTY for electrical, control, and telemetry systems programming, repairs, maintenance, support, and calibration services.

SECTION 6. PAYMENT AND BILLING.

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

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

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

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

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

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

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

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period

and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

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

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the 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. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

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

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

of termination.

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

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

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

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

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that

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

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

SECTION 13. CONFLICT OF INTEREST.

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

(b) CONTRACTOR agrees that it will neither take any action nor

engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

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

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

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

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

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this

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

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its

full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

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

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

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

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole

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

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Policy.

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

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an

aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

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

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

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

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

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

SECTION 18. 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) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY protest procedures set forth in subsection (a) above of which CONTRACTOR 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 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

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

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the

conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

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

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

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

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

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

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

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

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

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

FOR CONTRACTOR:
Revere Control Systems, Inc.
2240 Rocky Ridge Road
Birmingham, AL 35216

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

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

ATTEST:

REVERE CONTROL SYSTEMS, INC.

_____
BRENDA HOLLEMAN, Secretary

By:_____
ROBERT R. ADAMS, 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.

_____
County Attorney

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

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

AEC:jjr
6/4/07; 6/11/07
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Exhibit A
Scope of Services

- The Contractors shall construct, furnish and install all instrumentation and control systems as specified to perform the intended function on an as required basis. Work shall include all labor, materials, coordination, transportation, incidentals and equipment necessary to complete the factory tests, deliver to the site, programming, interfacing with all existing equipment and radio telemetry systems. Work shall include calibration, system start-up services required to completely furnish and install a programmable controller based control and data acquisition systems with instruments and control devices for the automation of water and wastewater treatment plants.

- The Contractors shall supply technical and programming services on an as required basis to troubleshoot and optimize Seminole County's existing control and telemetry systems. These services shall be charged on an hourly basis per the bid schedule.

- The Contractors shall supply electrical construction and maintenance services on an as required basis to troubleshoot and optimize Seminole County's existing control, power and telemetry systems. These services shall be charged on an hourly basis per the fee schedule.

- The Contractors shall supply instrument calibration services on an as required basis. These services shall be charged on an hourly basis per the fee schedule.

- The Contractors shall supply technical telephone support services on an as required basis. This telephone support shall be charged for on a per call base rate for the first thirty (30) minutes and in fifteen (15) minute increments. At the start of each telephone support session, the Contractor shall assign a "Case Number" and log the start time and completion time. Billing shall be based on these logs.

Response Time:

- The Contractors must maintain an inventory of applicable spare Motorola MOSCAD RTU parts and provide delivery within four (4) hours for inoperable systems and delivery within ten (10) days for non-emergency needs.
- The Contractors must be able to provide service twenty-four (24) hours per day. During emergencies the Consultant must be able to respond within four (4) hours of notification and within seventy-two (72) hours of notification for non-emergency service.

Technical Support:

- The Contractors shall provide technical support such as cost estimates, advice pertaining to the advisability of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.

Emergency Services:

- Emergency Services are those services initiated during non-normal business hours and require priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.

Programming Services:

- Programming services shall include:
  - PLC Programming Motorola "MOSCAD" and Rockwell "RS-Logix"
  - Communication equipment "IP Gateways", IP interface module" and Network Infrastructure
  - Wonderware programming "InTouch", "InSQL" and Archestra "Industrial Application Servers".
  - Local HMI Maple systems equipment
  - Variable speed Drives
  - All software and software applications are to be turned over to the county at time of implementation and system start-up.

Calibration Services:

- Required calibrations of all County Water and Waste Water treatment plants, well sites and ancillary support sites. Provide calibration report certification for each instrument containing before and after calibration values\deviations printed and bound to be kept on site. Provide a back up electronic copy for off site storage. Calibration stickers must be affixed to all instruments calibrated and signed by technician.

- Examples of these devices are, but not limited to, the following:
  - Pressure Transmitters
  - Flow switches
  - Flow meters
  - Chart recorders
  - Analytical transmitters
  - In line flow meters
  - Valve Positioners

SUBMIT PROPOSALS TO:	REQUEST FOR PROPOSALS
Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn.: PURCHASING DIVISION**	and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	**RFP-600193-07/BJC** **Electrical, Control and Telemetry Systems Programming, Repair, Maintenance, Support and Calibration Services**
Proposal Due Date: **May ~~23~~ 30, 2007** Proposal Due Time: **2:00 P.M.**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: Revere Control Systems	Federal Employer ID Number or SS Number: 63-0794615
Mailing Address: 2240 Rocky Ridge Road City, State, Zip: Birmingham, AL 35216	If returning as a "No Submittal", state reason (if so, return only this page):
Type of Entity: *(Circle one)* (Corporation) Partnership Proprietorship Joint Venture Incorporated in the State of: Alabama	X Fred Weaver Authorized Signature (Manual)
Telephone Number: 205-824-0004	Typed Name: Fred Weaver
Toll Free Telephone Number: ~~(800)~~ 888 782-0004	Title: Business Development Mgr
Fax Number: 205-824-0439	Date: May 29, 2007

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Section 5
Price Proposal

PROJECT: **ELECTRICAL, CONTROLS AND TELEMETRY SYSTEMS**
COUNTY CONTRACT NO. **RFP-600193-07/BJC**

Name of Proposer: Revere Control Systems

Mailing Address: 2240 Rocky Ridge Road

Street Address: _____

City/State/Zip: Birmingham, AL, 35216

Phone Number: (205) 824-0004

FAX Number: (205) 824-0439

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, 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 Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through _____, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/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 is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 29 day of May, 2007.

Revere Control Systems
(Name of PROPOSER)

Fred Weaver
(Signature of person signing FORM)

Fred Weaver
(Printed name of person signing FORM)

Bus Dev Manager
(Title of person signing FORM)

Fee Schedule
RFP-600193-07/BJC

MOSCAD Panel Construction and Renewal Parts Prices:

Estimated Quantity	Part Number	Description	Unit Cost	Extended Cost
25	F6936V370	Series 400 CPU with DPSK Radio Modem	$ 2,054.00	$ 51,350.00
35	FRN1420	16 Digital Input Card	$ 429.00	$ 15,015.00
35	FRN1492	16 Digital Output Card (ML)	$ 754.00	$ 26,390.00
10	FRN1489	4 Analog Output Card (4-20mA)	$ 773.50	$ 7,735.00
15	FRN1421	8 Analog Input Card (4-20mA)	$ 975.00	$ 14,625.00
15	FRN1490	Mixed I/O Card (4EE, 8DI, 2AI 4-20mA)	$ 754.00	$ 11,310.00
15	FRN1492	Mixed I/O Card (3ML+1EE, 8DI, 2AI 4-20mA)	$ 754.00	$ 11,310.00
10	FRN5547	6 Slot Motherboard	$ 200.20	$ 2,002.00
10	FRN5548	8 Slot Motherboard	$ 305.50	$ 3,055.00
5	FRN5659	3 Slot Motherboard	$ 107.90	$ 540.00
25	FPN5522	115V / 8A Switching Power Supply	$ 442.00	$ 11,050.00
10		Radio Modem (DPSK)	$ 208.00	$ 2080.00
50		Battery 5AH	$ 70.20	$ 3,510.00
25	6008261C04	Lithium Battery	$ 11.25	$ 281.00
10	1502802E01	Lithium Battery Holder	$ 6.83	$ 68.00

Hourly rate to provide labor for installations, repairs, maintenance or general services, involving the project. Hourly rates commence upon arrival to site. Reimbursement for travel time from sites will not be authorized. Hourly rates must be inclusive of all administrative and overhead expenses necessary to provide all required services in accordance with the scope of services for any and all tasks as required as part of this solicitation. The hourly rate must include all direct and indirect costs associated with the work, including profit and authorized travel and per Diem expenses. For other parts and Non-Motorola parts not specified in the solicitation but needed for the work, the County will reimburse the Contractor for materials at their actual invoiced price. The Contractor must submit copies of invoices to the County. In some instances, depending on the type and size of the job, the County reserves the right to purchase materials for the job and the Contractor will be responsible for the installation or repair. This action will be determined prior to the commencement of any work.

Estimated Hours Quantity	Description	Unit Price	Units
1200	Programming Services	$ 203.00	per hour
250	Panel Designer Services	$ 79.00	per hour
500	Panel Construction Technician (shop)	$ 53.00	per hour
250	Panel Construction Technician (on-site)	$ 96.00	per hour
100	Draftsman / CAD Technician	$ 53.00	per hour
350	Electrician (installation)	$ 94.00	per hour
500	Electrician Helper (installation)	$ 66.00	per hour
350	Instrumentation Service Technician	$ 148.00	per hour
50	Telephone Support	$ 68.00	Base Rate (First 30 Minutes)
25	Telephone Support Incremental	$ 34.00	additional 15 minutes increment
100	Project Management	$ 203.00	per hour
250	On-site Supervision	$ 126.00	per hour
150	Clerical (O&M Documentation)	$ 53.00	per hour
50	Emergency Service / Non-business Hours rate multiplier	% 175	per hour

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

EXHIBIT B

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE	OP
REVISION DATE	
REQ. NUMBER	
ANALYST	
VENDOR NUMBER	

SHIP TO

VENDOR

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			SAMPLE PURCHASE ORDER		

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Surplus of County owned Land -100 Seminola Blvd., Casselberry

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Steve Howard **CONTACT:** Meloney Lung **EXT:** 5256

MOTION/RECOMMENDATION:
Approve request to declare surplus and competively bid County owned .15 acre lot with 3,100 sq. ft. pre-fab metal/concrete building located at 100 Seminola Blvd., Casselberry (Property ID#05-21-30-517-2800-0150), using the appraised value of $95,000 as the minimum bid.

District 2 Michael McLean Meloney Lung

BACKGROUND:

On 9/26/06, the Board of County Commissioners (BCC) approved a request to surplus County owned property located at 100 Seminola Blvd., Casselberry, for the $95,000 appraised value.

Staff followed the procurement guidelines and upon the conclusion of the bid process, Purchasing did not receive any responses to the bid solicitation which closed on 12/4/06. However, on 12/29/06, the County Manager's Office received an offer from an interested party offering $40,000 for the property and placing several conditions on the offer.

At the 1/23/07 BCC meeting, staff was seeking direction on the $40,000 offer. The BCC voted unanimously to retain the property.

Subsequently, the County Manager's Office received a letter from an interested party offering the full appraised value of $95,000. Staff is requesting authorization to competitively bid this property through the sealed bid process (FS 125.35).

STAFF RECOMMENDATION:
Staff recommends the BCC approve the request to declare surplus Property ID#05-21-30-517-2800-0150, 100 Seminola Blvd., Casselberry, using the appraised value of $95,000 as the minimum bid through the sealed bid process.

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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: First Amendment to Seminole County/Girls and Boys Town of Central Florida, Inc. CDBG/SHIP Subrecipient Agreement Program Year 2004-2005.

DEPARTMENT: Community Services **DIVISION:** CDBG

AUTHORIZED BY: David Medley **CONTACT:** Becky Heckters **EXT:** 2388

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the First Amendment to the Seminole County/Girls and Boys Town of Central Florida, Inc. CDBG/SHIP Subrecipient Agreement Program Year 2004-2005 which extends the term of the Agreement to June 30, 2008.

District 2 Michael McLean Robert Heenan

BACKGROUND:

On May 24, 2005, the Board of County Commissioners (Board) approved CDBG/SHIP funding in the amount of $900,000.00 to the Girls and Boys Town of Central Florida, Inc., to expand their existing campus, at 1409 Flanagan's Loop in Oviedo, by constructing a new shelter to house sixteen (16) boys.

Commencement of construction was delayed as the City of Oviedo worked with the developer of an adjacent housing project and secured funding from the State to extend an existing sewer system to the Girls and Boys Town facility. In addition, Girls and Boys Town of Central Florida, Inc, went through some organizational changes which included the hiring of a new Executive Director.

Building and site plans have been reviewed and approved by the City of Oviedo and Seminole County's Development Review Division. With construction activities underway, the Girls and Boys Town of Central Florida has respectfully requested an extension, of one (1) year to June 30, 2008 to complete the project. By June 30, 2007, approximately $450,000.00 of CDBG/SHIP funding will have been expended.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to the Seminole County/Girls and Boys Town of Central Florida, Inc. CDBG/SHIP Subrecipient Agreement Program Year 2004-2005 to extend the completion date to June 30, 2008.

ATTACHMENTS:

1. Agreement
2. First Amendment to the Agreement

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY/GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.
CDBG/SHIP SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2004-2005

THIS AGREEMENT, entered into this 21 day of June, 2005, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.**, a non-profit Florida corporation, whose address is 37 Alafaya Woods Boulevard, Oviedo, Florida 32765, hereinafter referred to as "TOWN".

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing the Community Development Block Grant ("CDBG") regulations set forth in Title 24 Code of Federal Regulations (CFR) Part 570; and

WHEREAS, the COUNTY has adopted the Seminole County Local Housing Assistance Plan (LHAP) and participates in the Florida State Housing Initiative Program (SHIP) to make affordable housing available to citizens of Seminole County, Florida of Low Income and to citizens of Seminole County with special housing needs; and

WHEREAS, TOWN shall construct and equip a sixteen (16) bed group home for homeless minor children in Seminole County; and

WHEREAS, the COUNTY has deemed that such affordable housing facilities and services will serve a COUNTY purpose; and

WHEREAS, the COUNTY has allocated NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00) comprised of CDBG funds of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($450,000.00) and SHIP funds of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($450,000.00) for this affordable housing activity,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "Affordable Housing Purposes" means the provision of emergency and transitional housing for homeless minor children.

(b) "Affordability Period" means the length of time for which the subject Property must comply with CDBG and SHIP regulations and be used solely for the Affordable Housing Purposes set forth herein. Because this Agreement involves new construction of affordable transitional housing units, said period shall be for a term of fifteen (15) years commencing on July 1, 2007 or the date a certificate of occupancy is issued for the completed Project, whichever is earlier.

(c) "CD Administrator" means the Community Resources Division Manager or their designee.

(d) "County Approval" means written approval by the Planning and Development Department Director, the Community Resources Division Manager, or their designee.

(e) "Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(f) "Planning Department" means the COUNTY'S Planning and Development Department Director or his designee.

(g) "Project" means the construction of a sixteen (16) bed group housing facility in the City of Oviedo, Seminole County, Florida, to accomplish the Affordable Housing Purposes.

(h) "Property" means the parcel of real property located within Seminole County which is to be used for the purposes discussed in Section 5 and Exhibit "A" to this Agreement.

(i) "SHIP Program" means State Housing Initiatives Partnership Program.

(j) "SHIP regulations" means Chapter 67-37, Florida Administrative Code (F.A.C.), as amended, and Chapter 420, Florida Statutes, as amended.

Section 3. Statement of Work (Use of CDBG/SHIP Funds). TOWN, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of TOWN.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. TOWN shall complete all construction services required by this Agreement on or before June 30, 2007. The foregoing notwithstanding, this Agreement shall continue in full force and effect until expiration of the Affordability Period unless otherwise terminated by COUNTY as allowed by law.

Section 5. Disbursement of Funds.

(a) The COUNTY shall directly pay on behalf of TOWN, those contractors, subcontractors and vendors selected by TOWN to provide required construction goods and services funded pursuant to this Agreement in accordance with the Project Budget, attached hereto as Exhibit "B" and incorporated herein by reference.

(b) The COUNTY has allocated NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00) comprised of HUD CDBG HOME funds of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($450,000.00) and SHIP funds of FOUR

HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($450,000.00) for completion of this Agreement. The COUNTY will directly pay on behalf of TOWN for the services rendered under this Agreement up to NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00). In the event that TOWN does not require the full amount thereof, as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such excess funds to other HUD, CDBG and SHIP projects.

(c) In no event shall the COUNTY make payments under this Agreement to any contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the Executive Director of TOWN and the CD Administrator.

(d) In order to process payment requests, TOWN shall submit to the COUNTY a completed Request for Payment form, attached hereto as Exhibit "C", along with an original invoice signed by the entity requesting payment and TOWN's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate payment on behalf of TOWN. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly delivered, performed and invoiced. Payment shall be made as soon as practicable; provided, however, that if TOWN, its vendors, contractors and subcontractors have performed services in full compliance with all HUD, CDBG, and SHIP requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before July 15, 2007, TOWN shall render a final and complete statement to the COUNTY of all construction related costs for

goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of TOWN not properly invoiced by June 30, 2007 and received by the COUNTY by July 15, 2007.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid by the COUNTY if the CD Administrator has issued prior written approval of such goods or services.

Section 6. Compliance With Uniform Administrative Requirements. TOWN shall comply with 24 C.F.R. Part 84, including particularly the following provisions relating to applicability of Uniform Administrative Requirements:

(a) OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations.

(b) 24 CFR 84 - "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

(1) 24 CFR 84.2 - "Definitions".

(2) 24 CFR 84.5 - "Subawards".

(3) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and Suspension; Drug Free Work Place", "Special Awards Conditions" and "Resource Conservation and Recovery Act".

(4) 24 CFR 84.21 - "Standards for Financial Management Systems".

(5) 24 CFR 84.22 - "Payment".

(6) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds".

(7) 24 CFR 84.30 - "Purpose of Property Standards".

(8) 24 CFR 84.31 - "Insurance Coverage".

(9) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible Property" and "Property Trust Relationship".

(10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions".

(11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance".

(12) 24 CFR 84.52 and 84.53 - Financial Reporting" and "Retention and Access Requirements For Records".

(13) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement".

(14) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities".

(15) 24 CFR 84.73 - "Collection of Amounts Due".

Section 7. Other Program Requirements.

(a) TOWN shall comply with all Federal laws and regulations of 24 CFR Part 570, Subparts J and K except that TOWN shall not assume COUNTY responsibilities for environmental review under 24 CFR 570.604.

(b) The specific portions of 24 CFR 570 that TOWN shall be responsible for compliance shall include the following:

(1) 24 CFR 570.502 Applicability of uniform administration requirements, including those in 24 CFR Parts 84 and 85.

(2) 24 CFR 570.503 Agreements with subrecipients.

(3) 24 CFR 570.504 Program income.

(4) 24 CFR 570.505 Use of real property.

(5) 24 CFR 570.506 Records to be maintained.

(6) 24 CFR 570.507 Reports.

(7) 24 CFR 570.508 Public access to program records

(8) 24 CFR 570.601 - Requiring adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing").

(9) 24 CFR 570.602 - Prohibiting discrimination on the basis of race, sex or age for activities under the program.

(10) 24 CFR 570.603 - Requiring adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, *et seq.* (the "Act").

(11) 24 CFR 570.605 - Governing participation in the National Flood Insurance Program pursuant to section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(12) 24 CFR 570.606 - Requiring that grant recipients and subrecipients to adopt and utilize policies best assuring minimizing displacement of persons, families, businesses, farms and non-profit organizations form areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(13) 24 CFR 570.607 - Applying Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic or religious discrimination in employment during the performance of Federally assisted construction projects.

(14) 24 CFR 570.608 - Applying the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential

Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), to all grant funded activities.

(15) 24 CFR 570.609 - Prohibiting the use of debarred, suspended or ineligible contractors or other subrecipients on grant funded projects.

(16) 24 CFR 570.611 - Establishes the bidding requirements, the code of conduct and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570.

(17) 24 CFR 570.612 - Requires adherence to any state imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities.

(18) 24 CFR 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens.

(19) 24 CFR 570.614 - Requiring that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).

Section 8. Compliance with Local and State Laws. During the execution and implementation of this Agreement, TOWN shall comply with all applicable State and local laws, regulations, and ordinances, including but not limited to the following:

(a) Chapter 112, Florida Statutes - "Public Officers and Employees: General Provisions".

(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, Part VII, Florida Statutes "State Housing Initiatives Partnership Program".

(e) 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.

Section 9. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the Project, described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and the State of Florida and providing funds to TOWN.

Section 10. Management Assistance.

(a) The CD Administrator shall be available to TOWN to provide guidance on HOME and SHIP requirements.

(b) In the event that TOWN does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to TOWN that it is in default of the Agreement and the pending consequences thereof. Nothing set forth herein however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

Section 11. Maintenance of Records and Reports.

(a) TOWN shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five years from the date of the final program audit. This requirement shall include:

(1) All accounts, property and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts and cancelled checks of all items purchased by TOWN pursuant to this Agreement;

(B) Bills and invoices for all services purchased by TOWN pursuant to this Agreement;

(C) Force account construction including the records indicating TOWN, position, number of hours and total labor costs.

(D) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS ($750.00), including a description, model, serial number and date and cost of acquisition.

(b) All records and contracts, of whatsoever type or nature, required by the Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any Federal, State or local agency.

(c) TOWN shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit "D". Such reports shall be due no later than the fifteenth day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit "A".

(d) TOWN shall submit to the COUNTY the End of Year Reports attached hereto as Exhibits "E" and "F".

Section 12. Liability. Except for any payment specifically set forth and authorized herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services TOWN has agreed to perform hereunder, or for debts or claims accruing to such parties against TOWN. 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 TOWN as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by TOWN.

Section 13. Subcontracts. All contracts made by TOWN to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in the Agreement. Only subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further work or services which TOWN wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 14. Indemnification.

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

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to TOWN by registered or certified mail addressed to TOWN at the address provided hereinafter. Upon receiving such notice, TOWN, at its own expense and to the extent

permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in TOWN's defense of any such action, suit or proceeding.

Section 15. Insurance. TOWN shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty.

Section 16. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 17. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 18. Program Income.

(a) In the event that any program income is received by TOWN as a direct result of the investment of any COUNTY funds awarded under this Agreement up to June 30, 2007, TOWN shall immediately render such income to the COUNTY.

(b) If any income is received by TOWN as a direct result of the investment of any COUNTY funds awarded under this Agreement after June 30, 2007, or after expiration of the term of this Agreement such income shall be used by TOWN to provide transitional housing services to the clients of TOWN.

Section 20. Non-Expendable Property. Any non-expendable personal property acquired by TOWN through funds issued by the COUNTY pursuant to

this Agreement shall be subject to all Federal, State and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 21. Reversion of Assets. Upon expiration of this Agreement, TOWN shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of HUD funds distributed pursuant to this Agreement. The distribution of any real property controlled by TOWN and acquired or improved in whole or in part, after receiving the express approval of the COUNTY, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) shall be governed by 24 CFR, Section 570.505, and if such property is sold to another party, the provisions of 24 CFR 85.31 shall also apply.

Section 22. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61, 85.43 for reasons of enforcement or grant compliance violations.

Section 23. Enforcement of the Agreement. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 24. Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to TOWN pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

(a) Immediately terminate the Agreement, with or without notice;

(b) Reallocate the remaining uncommitted funds toward another HUD program or another SHIP Program from the COUNTY'S trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by TOWN;

(d) Demand TOWN immediately repay any monies expended in accordance with the Agreement;

(e) Require specific performance of the Agreement;

(f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon any and all of TOWN's real or personal property. To create such a lien, the COUNTY shall send a demand letter to TOWN demanding refund of any monies expended to TOWN pursuant to this Agreement. If such demand is not met within thirty (30) days said letter and a formal Claim of Lien shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon TOWN's real and personal property.

(h) Initiation of a lawsuit to pursue any available legal or equitable remedy.

Section 25. Certification Regarding Lobbying. TOWN hereby certifies that to the best of its knowledge and belief:

(a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to

influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, TOWN shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, TOWN hereby agrees that monies received from the COUNTY pursuant to the Agreement will not be used for the purpose of lobbying the Legislature, the judicial branch or a State agency.

Section 26. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
1101 East First Street, Room 3301
Sanford, Florida 32771

For TOWN:

Executive Director
Girls and Boys Town of Central Florida, Inc.
37 Alafaya Woods Boulevard
Oviedo, Florida 32765

Either of the parties may change, by written notice and without need for amendment to this Agreement, the address or person for receipt of notice.

Section 27. Conflict of Interest.

(a) TOWN agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or any other local, State or Federal statutes or regulations.

(b) TOWN hereby certifies that no officer, agent or employee of the COUNTY has any material interest, as defined in Section 112.312(15),

Florida Statutes, either directly or indirectly, in the business of TOWN, and that no such person shall have any such interest at any time during the term of the Agreement.

Section 28. Entire Agreement, Effect on Prior 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.

Section 29. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

ERNIE WILDING, Secretary

[CORPORATE SEAL]

GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

By: MaryKate Polino

Print Name/Title: Executive Director

Date: June 21, 2005

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
AWS/lpk
5/2/05 5/18/05
boys and girls town sub agt

Attachments:
- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Request for Payment
- Exhibit "D" - Monthly Report
- Exhibit "E" - End of Year Report
- Exhibit "F" - SHIP Program End of Year Report
- Exhibit "G" - Mortgage Deed and Promissory Note

EXHIBIT A

SCOPE OF SERVICES

GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

All capitalized words and terms herein shall have the same meanings ascribed to them in the Agreement to which these Exhibits are attached. TOWN shall provide the following rental housing activity services to address the affordable housing needs of Low Income persons within Seminole County.

SCOPE

I. TOWN shall construct a living facility (group home) containing a minimum of sixteen (16) beds on property located in Oviedo, Seminole County, Florida. This facility shall provide occupancy for Low Income-eligible individuals consisting of homeless minor children.

II. Construction of the sixteen (16) bed emergency housing facility shall be funded from the COUNTY's CDBG and SHIP funds. Accordingly, TOWN shall further comply with the following SHIP requirements as to maximum rents imposed, if any, and as to income level affordability guidelines for residents.

All emergency shelter housing units shall be occupied by Low Income minors including those referrals from other servicing agencies and emergency housing and care providers. In addition, if TOWN imposes monthly rents on these units, said rents shall not exceed the prevailing Maximum Rents by Number of Bedrooms in Unit for the Low Income level, as established by HUD.

III. The newly constructed group home shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

IV. In further compliance with conflict of interest laws contained in Chapter 112, Florida Statutes, no TOWN board member, officer or employee or any related family member shall receive or obtain gain or profit in the performance of this Agreement

V. Compliance with this Agreement shall include, but not be limited to, the following:

(a) TOWN shall solicit a minimum of three (3) construction bids and shall accept bids from qualified licensed contractors and/or subcontractors to complete the work according to approved construction plans and specifications and TOWN shall maintain proper documentation of the procurement standards in compliance with 24 CFR 84.40 through 84.48.

(b) TOWN shall execute the construction contract directly with the contractor and subcontractors as appropriate.

(c) TOWN shall inspect, monitor progress and ensure completion of the construction work.

(d) TOWN shall approve and process payments to the contractor and subcontractors through the COUNTY in accordance with Section 5 of this Agreement. TOWN, on behalf of contractors and other applicable vendors, shall verify and document completion of the work being requested for payment.

(e) During Project construction, TOWN shall prepare Monthly Reports in accordance with this Agreement in accordance with Exhibit D attached to the Agreement, and shall submit these reports to the Seminole County Community Development Office no later than fifteen (15) days following the end of the reporting period.

(f) TOWN shall prepare End of Year Reports, attached to the Agreement as Exhibits E & F, which shall be submitted to the COUNTY no later than July 15, 2007.

(g) TOWN shall consult with the COUNTY's Housing Manager or his/her designee to assure compliance with 24 CFR Part 570 governing the CDBG Program, and Chapter 420, Part VII of the Florida Statutes, entitled "State Housing Initiatives Partnership Program" to ensure compliance with the SHIP Program.

(h) TOWN shall implement and administer all activities in accordance with written policies and procedures as required or developed by the COUNTY, as amended from time to time.

VI. TOWN shall at the appropriate time and at the direction of the COUNTY'S Housing Manager, execute a Mortgage Deed and Promissory Note (attached hereto as Exhibit G), in favor of the COUNTY and in compliance with the SHIP Program regulations. The execution of these documents and their recording with the County Clerk's Office will ensure compliance with Chapter 420, Part VII, section 420.9075 (4) (F), Florida Statutes regarding of the State Housing Initiatives Partnership Program.

VII. The Project constructed under this Agreement shall be completed and fully occupied by June 30, 2007.

EXHIBIT B

PROJECT BUDGET

GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

Funding Sources	***Estimated Budget***
COUNTY CDBG Program funding	$450,000.00
COUNTY SHIP Program funding	$450,000.00
Total project funding	**$900,000.00**

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

Name of Activity/Project: _____

Mailing Address: _____

Contact Person: _____

Payment Request No: _____

Telephone No.: _____

Subrecipient Agreement Amount	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
$900,000.00	%	$	$
Total Invoices Billed	------	-----	$

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

MONTHLY REPORT

Status Report for Month of _____

Subrecipient: **GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.**

Mailing Address: _____

Contact Person: _____

Payment Request No: _____

Telephone No.: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

_____

BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
Construction of a 16 bed emergency housing facility	$900,000.00				
TOTAL	$900,000.00				

Any other special accomplishments:

_____

Signed: _____

EXHIBIT E

END OF YEAR REPORT

NAME OF ORGANIZATION: **GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.**

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of Household/ Persons Assisted	Low and Moderate Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino/	Not Hispanic or Latino	Female Head of House-hold

Any other special accomplishments:

_____

_____

_____

_____

_____

Signed: _____

EXHIBIT "F"

SHIP PROGRAM END OF YEAR REPORT

GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

Provide information only on units for which Program funds have been expended.

Provide information for head of household only.

Submittal Date:

	A	B			C				D			E						F			
	Strategy Description	**Number of Households**			**Characteristics/Age**				**Family**			**Race**						**Special Needs**			
	Location of Activity	**Units Produced**			**(Head of Household)**				**Size**			**(Head of Household)**						**(Any Member of Household)**			
		Low	Low	Total	0-25	26-40	41-61	62+	person	2-4	5+	White	Black	Hispanic	Asian	Indian	Other	Worker	Disabled	Homeless	Other
1	A sixteen (16) bed emergency																				
	housing facility for homeless																				
	minors in Seminole County																				
	Totals	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	0	0

This document was prepared by:
Arnold W. Schneider, Esq.
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

This Mortgage is given to Seminole County, Florida and is exempt from payment of all intangible personal property taxes pursuant to §§ 199.032 and 199.183(1), Florida Statutes (2004)

COMPOSITE EXHIBIT "G"

SEMINOLE COUNTY SHIP/CDBG PROGRAM
MORTGAGE DEED

THIS MORTGAGE DEED is made and entered into this 21 day of June, 2005, by the Girls and Boys Town of Central Florida, Inc., whose address is 37 Alafaya Woods Boulevard, Oviedo, Florida 32765 (the "MORTGAGOR"), 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").

WITNESSETH:

WHEREAS, MORTGAGOR and COUNTY entered into that certain "SEMINOLE COUNTY/GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC. CDBG/SHIP SUBRECIPIENT AGREEMENT" dated June 21, 2005 (the "Agreement") for the benefit of MORTGAGOR, whereby MORTGAGOR shall, by virtue of this instrument, obtain mortgage financing for the construction of a sixteen (16) bed emergency housing facility on a certain parcel of real property for the exclusive purpose of providing emergency, transitional housing for Low Income, homeless minor children; and

WHEREAS, the address, legal description and parcel identification number of the subject real property are as follows:

Address: 1409 Flanagan's Loop, Oviedo, Florida 32765

A PORTION OF LOTS 5 AND 6, SWOPE'S THIRD ADDITION TO BLACK HAMMOCK DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SWOPE'S THIRD ADDITION TO BLACK HAMMOCK, AS RECORDED IN PLAT BOOK 3, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN S 89°43'26"E ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 1,288.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE

S 00º08'52" E ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 126.63 FEET TO A LINE LYING 250.00 FEET NORTHWESTERLY OF [WHEN MEASURED AT RIGHT ANGLES TO] AND PARALLEL WITH THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 426[SEMINOLE AVENUE]; THENCE S 58º29'46" W ALONG SAID PARALLEL LINE 441.06 FEET; THENCE CONTINUE ALONG SAID PARALLEL LINE S 59º33'47" W 41.28 FEET; THENCE N 89º43'26" W 877.23 FEET TO THE WEST LINE OF LOT 6, AFORESAID SWOPE'S THIRD ADDITION TO BLACK HAMMOCK; THENCE N 00º01'46" E ALONG SAID WEST LINE OF LOT 6 AND THE WEST LINE OF AFOREMENTIONED LOT 5 A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING [LESS THE WEST 10 FEET THEREOF].

CONTAINING THEREIN 10.05 ACRES, MORE OR LESS

Parcel Identification Number: 12-21-31-502-0000-0050

(the "Property"); and

WHEREAS, the MORTGAGOR has agreed to use the Property only for the purpose of providing transitional housing for Low Income, homeless minor children in need of emergency transitional housing services; and

WHEREAS, MORTGAGOR has executed that certain CDBG/SHIP Deferred Payment Promissory Note (the "Note") of even date herewith in the principal amount of NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00) and secured by this Mortgage Deed; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay, NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00), for the purpose of new construction on the Property;

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the affordable housing project on the Property and for other valuable consideration provided herein, MORTGAGOR hereto covenants as follows:

1. MORTGAGOR grants, bargains, sells, promises, conveys, and confirms unto the COUNTY all of the MORTGAGOR's interests in the Property to have and to hold the same, together with the tenements, hereditament, and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the COUNTY in fee simple.

2. MORTGAGOR covenants with the COUNTY that the MORTGAGOR is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said lands as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said lands in the COUNTY as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances except those of record as the date hereof.

3. MORTGAGOR hereby further covenants to continue in possession of the subject premises and further covenants that if any interest in the subject premises is conveyed, transferred, leased, sub-leased, otherwise devised or assigned to any person or the Property is used for any purpose other than providing emergency, transitional housing

for homeless minors during the term of the Note then the principal shall become immediately due and payable.

4. If the MORTGAGOR shall perform, comply with, and abide by each and every agreement, including the Agreement stipulation, condition, and covenant regarding the Property including this Mortgage, the Note and the Agreement, then this Mortgage and the estate hereby created shall cease, determine and be null and void.

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any interest shall be due, and other sums of money provided for in said Note and this Mortgage or either.

6. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property.

7. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment or deterioration of the Property or any part thereof except for reasonable wear and tear.

8. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the COUNTY per the written authorization of the COUNTY. Said insurance policy or policies shall be held by and payable to the COUNTY and in the event any sum of money from such insurance policy or policies becomes payable that the COUNTY shall have the right to receive and apply the same to the indebtedness hereby secured. The COUNTY shall account to the MORTGAGOR for any surplus in such monies.

9. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the COUNTY because of the failure of the MORTGAGOR to promptly and fully comply with any agreements, stipulations, conditions, and covenants regarding the Property.

10. MORTGAGOR covenants and agrees to perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property, including particularly, this Mortgage, the Note and the Agreement.

11. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Note, or either, the COUNTY 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 date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

12. In the event of a voluntary sale or foreclosure, the COUNTY shall have the right of first refusal to purchase the Property from the OWNER for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and prospective purchaser. COUNTY shall have thirty (30) calendar days after the date it receives a copy

of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.

13. If any sum or money herein referred is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of this Mortgage, the Note or the Agreement are not fully performed, complied with, and abided by such occurrence shall be deemed an event of default hereunder and the entire sum mentioned in said Note and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter at the option of the COUNTY become and be due and payable and MORTGAGOR's estate may be foreclosed, anything in said instruments or herein to the contrary notwithstanding. Failure by the COUNTY to exercise any of the rights herein provided shall not constitute a waiver of any rights under the Note or this Mortgage accrued or thereafter accruing.

14. MORTGAGOR shall not execute an assumption or in any way convey its obligations under this Mortgage or the Note secured hereunder without the proper written consent of COUNTY.

15. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the COUNTY and in compliance with this Mortgage, the Note, or the Agreement, the COUNTY may require immediate payment in full of all sums due under the Promissory Note and the MORTGAGOR shall be considered in default under the terms of the Mortgage shall have the right to initiate foreclosure procedures to include obtaining a deficiency judgment against MORTGAGOR.

IN WITNESS WHEREOF, MORTGAGOR has executed on the day and year set forth below.

ATTEST:

ERNIE WILDING, Secretary

[CORPORATE SEAL]

GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

By: Mary Kate Poling

Print Name/Title: Executive Director

Date: June 21, 2005

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this 21 day of June, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary Kate Poling, as Executive Director and ERNIE WILDING, as Secretary, of the Girls and Boys Town of Central Florida, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____, respectively as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

Geraldine L. Miller

Print Name Geraldine L. Miller
Notary Public in and for the County and State Aforementioned

NOTARY SEAL

My commission expires: 3/8/09

Notary Public State of Florida
Geraldine L Miller
My Commission DD404658
Expires 03/08/2009

This document was prepared by:
Arnold W. Schneider, Esq.
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

This Instrument is given to Seminole County, Florida and is exempt from payment of all intangible personal property taxes pursuant to §§ 199.032 and 199.183(1), Florida Statutes (2004)

SEMINOLE COUNTY
CDBG/SHIP PROGRAM
DEFERRED PAYMENT PROMISSORY NOTE

PRINCIPAL AMOUNT: **NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00)**

DATED DATE: June 21, 2005

MATURITY DATE: June 21, 2020

RATE OF INTEREST: **ZERO PERCENT (0.00%) PER ANNUM**

OBLIGOR: **Girls and Boys Town of Central Florida, Inc.**
37 Alafaya Woods Boulevard
Oviedo, Florida 32765

THIS PROMISSORY NOTE is made and entered into this 21 day of June, 2005, by Girls and Boys Town of Central Florida, Inc., whose mailing address is 37 Alafaya Woods Boulevard, Oviedo, Florida 32765 (the "OBLIGOR"), 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").

WITNESSETH:

WHEREAS, OBLIGOR and COUNTY entered into that certain "SEMINOLE COUNTY/GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC. CDBG/SHIP SUBRECIPIENT AGREEMENT PROGRAM YEAR 2004-2005" dated June 21, 2005 (the "Agreement") for the benefit of OBLIGOR, whereby OBLIGOR has agreed to improve that certain parcel of real property located in Seminole County, Florida, the addresses and legal descriptions for which are as follows:

Address: 1409 Flanagan's Loop, Oviedo, Florida 32765

A PORTION OF LOTS 5 AND 6, SWOPE'S THIRD ADDITION TO BLACK HAMMOCK DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SWOPE'S THIRD ADDITION TO BLACK HAMMOCK, AS RECORDED IN PLAT BOOK 3, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN S 89º43'26"E ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 1,288.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE S 00º08'52" E ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 126.63 FEET TO A LINE LYING 250.00 FEET NORTHWESTERLY OF [WHEN MEASURED AT RIGHT ANGLES TO] AND PARALLEL WITH THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 426[SEMINOLE AVENUE]; THENCE S 58º29'46" W ALONG SAID PARALLEL LINE 441.06 FEET; THENCE CONTINUE ALONG SAID PARALLEL LINE S 59º33'47" W 41.28 FEET; THENCE N 89º43'26" W 877.23 FEET TO THE WEST LINE OF LOT 6, AFORESAID SWOPE'S THIRD ADDITION TO BLACK HAMMOCK; THENCE N 00º01'46" E ALONG SAID WEST LINE OF LOT 6 AND THE WEST LINE OF AFOREMENTIONED LOT 5 A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING [LESS THE WEST 10 FEET THEREOF].

CONTAINING THEREIN 10.05 ACRES, MORE OR LESS

Parcel Identification Number: 12-21-31-502-0000-0050

(the "Property"); and

WHEREAS, the OBLIGOR has agreed to use the Property only as described in the Agreement and pursuant to the Mortgage Deed of even date herewith and recorded in the Public Records of Seminole County, Florida; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00) for the purpose of construction on the Property of a sixteen (16) bed emergency housing facility for Low Income, homeless minor children:

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the acquisition and construction of the Property and for other valuable consideration provided herein, the OBLIGOR hereby covenants as follows:

1. OBLIGOR promises to pay to the order of the COUNTY on June 21, 2020 the sum of **NINE HUNDRED THOUSAND AND NO/100 DOLLARS ($900,000.00)**, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the County may designate in writing.

2. This Note is given in accordance with the terms of the Mortgage Deed of even date herewith made in favor of COUNTY and pertaining to the above described Property.

3. If the OBLIGOR fails to use the Property in the manner as required by the Agreement, the Mortgage, or any portion of this Note, it shall be an event of default upon which event all sums outstanding and due under this Note shall become immediately due and payable in full. A default hereunder shall be grounds for the initiation of a foreclosure suit and the obtaining of a deficiency judgment against

OBLIGOR.

4. **Paragraph 1 above not withstanding, the unpaid principal amount of this Note shall be forgiven by the COUNTY and reduced to zero on June 21, 2020, provided that the OBLIGOR shall have met and fully satisfied all the terms and conditions set forth in the Mortgage Deed, the Agreement and this Note.**

5. OBLIGOR waives demand, protest, and notice of maturity, non-payment, or protest, and all requirements necessary to hold it liable as a maker and endorser.

6. OBLIGOR agrees to pay all costs of collections incurred by the COUNTY, including a reasonable attorney's fee, in case the principal of this Note, or any payment on the principal, or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

7. This Note is secured by the Mortgage Deed given by OBLIGOR to COUNTY of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal when due, the whole sum of principal and remaining unpaid shall, at the option of the COUNTY, become immediately due and payable.

IN WITNESS WHEREOF, the OBLIGOR has duly executed this instrument on the day and year set forth below.

ATTEST:

GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

By: Mary Kate Poling

ERNIE WILDING, Secretary

Print Name/Title: Executive Director

[CORPORATE SEAL]

Date: June 21, 2005

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this 21 day of June, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary Kate Poling, as Executive Director and ERNIE WILDING, as Secretary, of the Girls and Boys Town of Central Florida, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____, respectively as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

Geraldine L. Miller

Print Name Geraldine L. Miller
Notary Public in and for the County and State Aforementioned

NOTARY SEAL

My commission expires: 3/8/09

Notary Public State of Florida
Geraldine L Miller
My Commission DD404658
Expires 03/08/2009

FIRST AMENDMENT TO AGREEMENT
SEMINOLE COUNTY/GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.
CDBG/SHIP SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2004-2005

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2007 and is to that certain CDBG/SHIP Subrecipient Agreement dated June 27, 2005 (the "Agreement") by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.**, a non-profit Florida corporation, whose address is 37 Alafaya Woods Boulevard, Oviedo, Florida 32765, hereinafter referred to as "TOWN".

W I T N E S S E T H:

WHEREAS, the parties entered into the above referenced Agreement with the expectation that the Project described and financed therein would be completed by June 30, 2007; and

WHEREAS, circumstances now require that the time for Project completion and for performance of all required tasks by TOWN be extended to June 30, 2008, both within the text of the Agreement and in Exhibit A thereto; and

WHEREAS, internal reorganization of certain COUNTY departments now requires that certain definitions pertaining to the division and department responsible for COUNTY's performance be amended to accurately reflect such changes,

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

1. Section 2 of the Agreement (Definitions) shall be amended by the following revisions to paragraphs (b), (c), (d) and (f) thereof and shall henceforth read as follows:

"Section 2. Definitions.

(a) "Affordable Housing Purposes" means the provision of emergency and transitional housing for homeless minor children.

(b) "Affordability Period" means the length of time for which the subject Property must comply with CDBG and SHIP regulations and be used solely for the Affordable Housing Purposes set forth herein. Because this Agreement involves new construction of affordable transitional housing units, said period shall be for a term of fifteen (15) years commencing on July 1, ~~2007~~ 2008 or the date a certificate of occupancy is issued for the completed Project, whichever is earlier.

(c) "CD Administrator" means the Community ~~Resources~~ Services Department Director, the Community Assistance Division Manager or their designee.

(d) "County Approval" means written approval by the ~~Planning and Development~~ Community Services Department Director, the Community ~~Resources~~ Assistance Division Manager, or their designee.

(e) "Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(f) "~~Planning~~ Community Services Department" means the COUNTY'S ~~Planning and Development~~ Community Services Department Director or his designee.

(g) "Project" means the construction of a sixteen (16) bed group housing facility in the City of Oviedo, Seminole County, Florida, to accomplish the Affordable Housing Purposes.

(h) "Property" means the parcel of real property located within Seminole County which is to be used for the purposes discussed in Section 5 and Exhibit "A" to this Agreement.

(i) "SHIP Program" means State Housing Initiatives Partnership Program.

(j) "SHIP regulations" means Chapter 67-37, Florida Administrative Code (F.A.C.), as amended, and Chapter 420, Florida Statutes, as amended."

2. Section 4 of the Agreement (Term) is hereby amended to extend the allowable completion date and shall henceforth read as follows:

"**Section 4. Term.** This Agreement shall be effective upon its execution by all parties. TOWN shall complete all construction services required by this Agreement on or before June 30, ~~2007~~ 2008. The foregoing notwithstanding, this Agreement shall continue in full force and effect until expiration of the Affordability Period unless otherwise terminated by COUNTY as allowed by law."

3. Section 5(f) of the Agreement is hereby amended to extend the date for final invoicing of Project costs in conformance with the extended Project completion dates and shall henceforth read as follows:

"(f) On or before July 15, ~~2007~~ 2008, TOWN shall render a final and complete statement to the COUNTY of all construction related costs

for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of TOWN not properly invoiced by June 30, ~~2007~~ 2008 and received by the COUNTY by July 15, ~~2007~~ 2008."

All other paragraphs of Section 5 not expressly amended by this First Amendment to the Agreement shall remain in full force and effect.

4. Section 18 (Program Income) of the Agreement is hereby amended to conform to the extended Project completion dates and shall henceforth read as follows:

"Section 18. Program Income.

(a) In the event that any program income is received by TOWN as a direct result of the investment of any COUNTY funds awarded under this Agreement up to June 30, ~~2007~~ 2008, TOWN shall immediately render such income to the COUNTY.

(b) If any income is received by TOWN as a direct result of the investment of any COUNTY funds awarded under this Agreement after June 30, ~~2007~~ 2008, or after expiration of the term of this Agreement such income shall be used by TOWN to provide transitional housing services to the clients of TOWN."

5. Exhibit "A" (Scope of Services) to the Agreement is hereby superseded and replaced by Exhibit "A-1" attached to this First Amendment and incorporated herein by reference for the purpose of extending the Project completion date in conformance with this First Amendment.

6. The remaining portions of the Agreement and the Exhibits

thereto not expressly amended by this instrument shall remain in full force and effect. The severability clause in Section 29 of the Agreement shall be deemed applicable to this First Amendment. The amendments enacted by this First Amendment shall be deemed effective immediately upon execution of this instrument by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

Secretary

[CORPORATE SEAL]

GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

By:

Print Name/Title: Greg Zbyhut, Executive Director

Date: 5/21/07

ATTEST:

MARYANNE MORSE
Clerk to the Board of County Commissioners of Seminole County, Florida.
For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
CARLTON HENLEY, Chairman

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

Attachment:
Exhibit "A-1" - Amended Scope of Services

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EXHIBIT A-1

AMENDED SCOPE OF SERVICES

GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

All capitalized words and terms herein shall have the same meanings ascribed to them in the Agreement to which these Exhibits are attached. TOWN shall provide the following rental housing activity services to address the affordable housing needs of Low Income persons within Seminole County.

SCOPE

I. TOWN shall construct a living facility (group home) containing a minimum of sixteen (16) beds on property located in Oviedo, Seminole County, Florida. This facility shall provide occupancy for Low Income-eligible individuals consisting of homeless minor children.

II. Construction of the sixteen (16) bed emergency housing facility shall be funded from the COUNTY's CDBG and SHIP funds. Accordingly, TOWN shall further comply with the following SHIP requirements as to maximum rents imposed, if any, and as to income level affordability guidelines for residents.

All emergency shelter housing units shall be occupied by Low Income minors including those referrals from other servicing agencies and emergency housing and care providers. In addition, if TOWN imposes monthly rents on these units, said rents shall not exceed the prevailing Maximum Rents by Number of Bedrooms in Unit for the Low Income level, as established by HUD.

III. The newly constructed group home shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

IV. In further compliance with conflict of interest laws contained in Chapter 112, Florida Statutes, no TOWN board member, officer or employee or any related family member shall receive or obtain gain or profit in the performance of this Agreement

V. Compliance with this Agreement shall include, but not be limited to, the following:

(a) TOWN shall solicit a minimum of three (3) construction bids and shall accept bids from qualified licensed contractors and/or subcontractors to complete the work according to approved construction plans and specifications and TOWN shall maintain proper documentation of the procurement standards in compliance with 24 CFR 84.40 through 84.48.

(b) TOWN shall execute the construction contract directly with the contractor and subcontractors as appropriate.

(c) TOWN shall inspect, monitor progress and ensure completion of the construction work.

(d) TOWN shall approve and process payments to the contractor and subcontractors through the COUNTY in accordance with Section 5 of this Agreement. TOWN, on behalf of contractors and other applicable vendors, shall verify and document completion of the work being requested for payment.

(e) During Project construction, TOWN shall prepare Monthly Reports in accordance with this Agreement in accordance with Exhibit D attached to the Agreement, and shall submit these reports to the Seminole County Community Development Office no later than fifteen (15) days following the end of the reporting period.

(f) TOWN shall prepare End of Year Reports, attached to the Agreement as Exhibits E & F, which shall be submitted to the COUNTY no later than July 15, ~~2007~~ 2008.

(g) TOWN shall consult with the COUNTY's Housing Manager or his/her designee to assure compliance with 24 CFR Part 570 governing the CDBG Program, and Chapter 420, Part VII of the Florida Statutes, entitled "State Housing Initiatives Partnership Program" to ensure compliance with the SHIP Program.

(h) TOWN shall implement and administer all activities in accordance with written policies and procedures as required or developed by the COUNTY, as amended from time to time.

VI. TOWN shall at the appropriate time and at the direction of the COUNTY'S Housing Manager, execute a Mortgage Deed and Promissory Note (attached hereto as Exhibit G), in favor of the COUNTY and in compliance with the SHIP Program regulations. The execution of these documents and their recording with the County Clerk's Office will ensure compliance with Chapter 420, Part VII, section 420.9075 (4) (F), Florida Statutes regarding of the State Housing Initiatives Partnership Program.

VII. The Project constructed under this Agreement shall be completed and fully occupied by June 30, ~~2007~~ 2008.

P:\Users\aschneider\HUD-CDBG\1st Amend - Boys and Girls Town - Exh A-1.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions of Second Mortgage

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

AUTHORIZED BY: David Medley **CONTACT:** Josie Delgado **EXT:**

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

County-wide Shirley Boyce

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgages. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following clients refinanced or sold their home within the affordability period and repaid their mortgage, resulting in $5,000.00 being returned to the Affordable Housing Trust Fund:

Name	Parcel I.D. Number
James M. and Kenna L. Williams	03-21-30-520-0300-0010
	Total Reimbursed $5,000.00

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven ($51,076.00):

Name	Parcel I.D. Number
Nathan Baldino	11-20-30-5GR-0000-2630
Joyce E. Fogle	08-21-30-515-0U00-0020
Diane M. Lawson	31-19-31-504-1300-0150
Marie McKinney (aka Marie A. Meyer)	07-20-31-502-0B00-0210
Ella Louise Wheeler	10-21-31-515-0000-0420
	Total Forgiven $51,076.00

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

ATTACHMENTS:

1. Satisfaction of Second Mortgages

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 13, 2001 and recorded in Official Records Book 04143, Pages 0564 through and including 0568, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) (the "Note"), dated July 13, 2001, and recorded in the Official Records Book 04143, Pages 0569 through and including 0571, Public Records of Seminole County, Florida, which encumbered the property located at 119 Kristi Ann Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK 3, MOSS COVE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 58, PAGE 84, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 03-21-30-520-0300-0010

(the "Property,") were made by **JAMES M. WILLIAMS** and **KENNA L. WILLIAMS**, husband and wife, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10)years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about May 10, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

AWS/jjr
5/21/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated April 15, 2002, and recorded in the Official Records Book 04385, Pages 0182 through and including 0188, Public Records of Seminole County, Florida, which encumbered the property located at 103 Lakeside Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 243, HIDDEN LAKE VILLAS, PHASE 6, AS RECORDED IN PLAT BOOK 28, PAGES 84 TO 87, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 11-20-30-5GR-0000-2630

(the "Property,") were made by **NATHAN BALDINO**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within FIVE (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as his residence for at least FIVE (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AS/jjr
5/1/2007
2007 Satisfactions\Nathan Baldino.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 11, 2002 and recorded in Official Records Book 04398, Pages 1141 through and including 1144, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the "Note"), dated April 11, 2002, and recorded in the Official Records Book 04398, Pages 1145 through and including 1147, Public Records of Seminole County, Florida, which encumbered the property located at 402 E Street, Casselberry, Florida 32707, the legal description and parcel identification number for which are as follows:

> UNIT NUMBER U-2, LAKE KATHRYN VILLAGE, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 1293, PAGE 1013, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT.
>
> Parcel Identification Number: 08-21-30-515-0U00-0020

(the "Property,") were made by **JOYCE E. FOGLE**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within FIVE (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least FIVE (5) years from the date of the Mortgage and the Note

thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AWS/jjr
5/10/2007
2007 Satisfactions\Joyce E Fogle.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated March 31, 1997, and recorded in Official Records Book 3238, Page 0272, Public Records of Seminole County, Florida, and a Homeowner/Rehabilitation Program Assistance Agreement, dated March 31, 1997, and recorded in Official Records Book 3285, Pages 0110 through 0112, inclusive, of the Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2107 S. Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 15 & 16, BLOCK 13, BEL-AIR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 79 and 79A, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-504-1300-0150

(the "Property,") was made by **DIANE M. LAWSON,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least TEN (10) years from the date of the Agreement thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, her heirs, and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
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

AWS:jjr
5/4/2007
2007 Satisfactions\Diane M Lawson.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Homeowner/Rehabilitation Program Assistance Agreement dated March 27, 1996, and recorded in Official Records Book 3063, Page 0088 through and including 0090, Public Records of Seminole County, Florida, and a Memorandum of Agreement dated March 27, 1996, and recorded in Official Records Book 3064, Page 0888, Public Records of Seminole County, Florida, (hereinafter the "Agreements") both encumbering the property located at 1170 Butler Way, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

> The South 98 feet of Lots 21, 22, 23, 24, 25 and the East 3.12 feet of the South 98 feet of Lot 26, Block B, and the North 1/2 of vacated Brint Avenue East of the West line of vacated Silver Lake Drive, CRYSTAL PARK SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, Page 83, of the Public Records of Seminole County, Florida.
>
> Together with an easement for ingress and egress and utilities over the South 12.5 feet of the following described property;
>
> South 98 feet of Lots 21 through 25 and the East 3.12 feet of Lot 26, Block B, and the North half of vacated Brint Avenue East of the West line of the East 3.12 feet of said Lot 26 to the Westerly right of way line of vacated Silver Lake Drive, according to the Plat of CRYSTAL PARK SUBDIVISION, as recorded in Plat Book 3, Page 83 of the Public Records of Seminole County, Florida.
>
> Parcel Identification Number: 07-20-31-502-0B00-0210

(the "Property,") was made by **MARIE McKINNEY** (n/k/a Marie A. Meyer), (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within FIVE (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as her residence for at least FIVE (5) years from the date of the Agreements thus qualifying for forgiveness under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

ATTEST:

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

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS:jjr
5/1/2007
2007 Satisfactions\Marie McKinney Meyer.doc

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated November 6, 2001, and recorded in Official Records Book 04214, Page 1765, Public Records of Seminole County, Florida, which encumbered the property located at 653 E. Broadway, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

> LOTS 42 AND 43, WASHINGTON PARK, OVIEDO, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
>
> Parcel Identification Number: 10-21-31-515-0000-0420

(the "Property,") was made by **ELLA LOUISE WHEELER,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Memorandum of Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within FIVE (5) years from the date of the Memorandum of Agreement; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Memorandum of Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least FIVE (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Memorandum of Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Memorandum of Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AWS:jjr
4/27/2007
2007 Satisfactions\Ella L Wheeler.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2007 Sanford Chamber Bike Fest Agreement

DEPARTMENT: Economic Development **DIVISION:** Tourism

AUTHORIZED BY: William McDermott **CONTACT:** Fran Sullivan **EXT:** 2906

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an agreement with Sanford Chamber of Commerce for the 2007 Sanford Chamber Bike Fest in the amount of $10,000.

County-wide Bill McDermott

BACKGROUND:
This event is held annually in October the weekend before Daytona BikeFest. The intent is to attract motorcycle enthusiasts to book room nights and spend money in Seminole County prior to the Daytona event. Organizers of the 2007 event project 300 room nights and estimated total direct impact of $6.4 million. The County is expected to recoup approximately $102,000 in resort and sales tax generated by the event.

Funds will be used to promote and advertise the event to out-of-town visitors to generate hotel room nights.

Pending final approval of the 2007-08 budget, funds are appropriated.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute an agreement with Sanford Chamber of Commerce for the 2007 Sanford Chamber Bike Fest in the amount of $10,000.

ATTACHMENTS:

1. Agreement

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

2007 SANFORD CHAMBER BIKEFEST
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2007, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **SANFORD CHAMBER OF COMMERCE,** whose mailing address is 400 East First Street, Sanford, Florida 32771, hereinafter referred to as "CHAMBER".

W I T N E S S E T H:

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

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

WHEREAS, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in promotion and marketing of the Seminole County-based Sanford Chamber Bikefest (hereinafter "Bikefest") to be held October 12-14, 2007, to promote tourism in Seminole County.

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

SECTION 1. TERM. The term of this Agreement is from the date of its execution by the parties through September 30, 2008, unless earlier terminated as provided herein.

SECTION 2. TERMINATION. This Agreement may be terminated by either party at any time, with or without cause, upon not less than

thirty (30) days written notice to the other party as provided for herein or, at the option of COUNTY, immediately in Bikefest that CHAMBER fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by CHAMBER after CHAMBER has received notice of termination. Upon said termination, CHAMBER shall immediately refund to COUNTY or otherwise utilize as COUNTY directs any unused funds provided hereunder.

SECTION 3. SERVICES.

(a) CHAMBER shall use funds from this Agreement to promote the Bikefest in a manner as to encourage out-of-County visitors to attend Bikefest. Such effort shall be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The Seminole County Convention and Visitors Bureau logo with telephone numbers and website address must appear on all promotional material for which reimbursement will be requested.

(c) CHAMBER shall submit proposed advertisement and promotional copy to COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by COUNTY shall not be eligible for reimbursement.

(d) Promotional packages for Bikefest sent out by CHAMBER must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(e) CHAMBER is required to utilize Bikefest Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, CHAMBER must provide to the Seminole County Convention and Visitors Bureau after Bikeeset a minimum

number of questionnaires completed in full by attendees at Bikefest. The minimum number of required, completed questionnaires must be equal to ten percent (10%) of the projected attendance at Bikefest as stated in the grant application or one hundred fifty (150), whichever is greater. Incomplete or partial questionnaires will not count toward the minimum number.

Failure to provide the required number of completed questionnaires or failure to utilize the required questionnaire shall result in both non-reimbursement of approved funds and shall also directly impact future consideration for Tourist Development Tax funding.

(f) Post-event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after Bikefest.

(g) A hotel poll reflecting an accurate accounting of room nights used for Bikefest shall be conducted by CHAMBER and submitted to COUNTY no later than one (1) week after its conclusion.

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

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

SECTION 4. LIABILITY AND INSURANCE.

(a) **Liability.** COUNTY, its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, and/or negligence of CHAMBER, its officers, employees, and

agents in the performance of services provided hereunder; and CHAMBER hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability of whatsoever type or nature howsoever arising, relating in any way to the acts and/or omissions of CHAMBER and its officers, members, agents, and employees.

(b) **Insurance.**

(1) CHAMBER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained, CHAMBER shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

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

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

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

(C) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CHAMBER shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CHAMBER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CHAMBER shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other

obligations or liability of CHAMBER, CHAMBER shall, at its sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of Bikefest and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

(1) CHAMBER's insurance shall cover CHAMBER 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.

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

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

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

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

SECTION 5. BILLING AND PAYMENT. COUNTY hereby agrees to provide financial assistance to CHAMBER up to a maximum sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) for all services provided hereunder by CHAMBER during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(a) Receipt by COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit B, from CHAMBER requesting all or part of the above amount. The Request for Funds Form shall be completed properly with attached documentation including the original or copies of invoices and canceled checks. Such request by CHAMBER shall only be for services specifically provided for herein necessary to serve Seminole County and as authorized under Section 125.0104, Florida Statutes. Said Request for Funds Form shall be submitted no later than ninety (90) days after Bikefest. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to CHAMBER under this Agreement.

(b) Verification by the Seminole County Tourism Development Director that CHAMBER is providing the services for which reimbursement is sought and has complied with all provisions of this Agreement including all reporting requirements;

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

restaurant meals consumed and estimated goods and services expenditures; and

(d) Payment requests shall be sent to:

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

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

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

SECTION 6. REPORTING REQUIREMENTS. In the performance of this Agreement, CHAMBER shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. CHAMBER shall transmit and certify interim records with each Request for Funds Form submitted to COUNTY. Each Request for Funds Form shall detail costs incurred as referenced in Exhibit A. Additionally, CHAMBER shall submit a financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

SECTION 7. NON-ALLOWABLE COSTS. The purpose for which Tourist Development Tax grant funds are provided to CHAMBER shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A. Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies, or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques, or certificates; private entertainment, lodging, food, and beverages; and wages, salaries, administrative, or travel expenses

other than those appearing, if any, in Exhibit A.

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

SECTION 9. ACCESS TO RECORDS. CHAMBER shall allow COUNTY, its duly authorized agent, and the public access to such of CHAMBER's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions, for inspection and examination in accordance with Florida Statutes.

SECTION 10. LIAISON. CHAMBER shall submit the originals of the Request for Funds form and any other required reports or correspondence to the following:

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

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

For COUNTY:
Director
Seminole County Economic Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For CHAMBER:
Lisa Finnerty, Chairman of the Board
Sanford Chamber of Commerce
705 S. French Avenue
Sanford, Florida 32771

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

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

SECTION 13. ENTIRE AGREEMENT.

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

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CHAMBER 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 CHAMBER as provided hereinabove.

SECTION 15. CONFLICT OF INTEREST.

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

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

ATTEST:

SANFORD CHAMBER OF COMMERCE

_____
PAT HICKS
Secretary

By: _____
LISA FINNERTY
Chairman of the Board

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

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

AEC:jjr
04/19/07
P:\Users\jroyal\Economic Development\2007 Sanford Chamber Bikefest.doc

EXHIBIT A

APPLICATION
TOURIST DEVELOPMENT SPONSORSHIP
FY 2007-08

I. GENERAL INFORMATION

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

(1) NAME OF ORGANIZATION SANFORD CHAMBER OF COMMERCE

(2) NAME OF EVENT/PROJECT SANFORD CHAMBER BIKEFEST 2007

DATE OF EVENT OCT. 12TH-14TH LOCATION OF EVENT FT. MELLON PARK, SANFORD

DESCRIPTION OF EVENT MOTORCYCLE SHOWCASE & VENDOR SHOW

(3) CONTACT PERSON PAT HICKS, EXECUTIVE DIRECTOR

(4) COMPLETE ADDRESS OF ORGANIZATION:

STREET 400 E. FIRST STREET

CITY SANFORD STATE FL ZIP 32771

PHONE: 407 322-2212 FAX: 407 322-8160 E-Mail PAT@SANFORDCHAMBER.COM

(5) ORGANIZATION'S CHIEF OFFICIAL: LISA FINNERTY

TITLE: CHAIRMAN OF THE BOARD

ADDRESS (IF DIFFERENT FROM ABOVE)

STREET 705 S. FRENCH AVENUE

CITY SANFORD STATE FL ZIP 32771

PHONE: 407 322-8678 FAX: 407 322-8679 E-Mail PORZIG@BELLSOUTH.NET

(6) AMOUNT REQUESTED $ 10,000.00

(7) INTENDED USE OF FUNDS:

Bid Guarantee ☐ Promotion/Marketing ☑

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

MARKETING PLAN FOR TOURISM FUNDS

BROCHURE/FLYER:

MAGAZINE:

NEWSPAPER:

RADIO/TV:

INTERNET:

OTHER MEDIA:

Sanford Chamber Bikefest Marketing Budget/Plan

Date	Product	Cost	Monthly Sub total
March			
	Committees finalizing information for ads and printed materials	n/a	0
April			
	Print Design and Graphics Work		1,000
			0
May			
15-May	Print Adds due to Dixie Biker Magazine	n/a	
	Brochure / Flyers Printing	600	600
June			
	Seminole Harley Club Newsletter	50	
	Chamber Website changes and additons of event info.	175	
	Dixie Biker Full Page Color	625	
	Visit Florida Listing in Events	free	
	Booth space at Seminole Harley Ride event	free	
	Posters	650	1500
July			
	Seminole Harley Club Newsletter	50	
	Brochure Flyer Distribution	free	
	Dixie Biker Full Page Color	625	
	Full Throttle Magazine	500	
	Florida Bikers Digest	395	
	Born to Ride Magazine	400	1970
August			
	Radio K92 Country / HTQ Classic Rock	2,500	
	Seminole Harley Club Newsletter	50	
	Event Guide	5,600	
	Calendar Section of local papers for September and October	free	
	Dixie Biker Full Page Color	625	
	Full Throttle Magazine	500	
	Florida Biker Magazine	875	
	Florida Biker Website	125	
	Florida Bikers DIgest	395	
	Newspaper	800	
	Born to Ride Magazine	400	11870
September			
	Street Banners	350	
	Quiet Pipe Signs	100	
	Seminole Harley Club Newsletter	50	
	Calendar Section of local papers for October	free	
	Dixie Biker Full Page Color	625	
	Full Throttle Magazine	500	
	Born to Ride Magazine	400	
	Florida Biker Magazine	875	
	Florida Biker Website	125	
	Florida Bikers Digest	395	
	Newspaper	800	
18-Sep	Magic 105.7 Appearance feature eagle and Bikefest	free	4220
October			
1-Oct	Press release	free	
	Seminole Harley Club Newsletter	50	
9-Oct	"La Rumba" Appearance featuring Bikefest	free	
	Newspaper Adds	800	
	Dixie Biker Full Page Color	625	
	Full Throttle Magazine	500	
	Born to Ride Magazine	400	
Week of:			
	Tom Surrels Channel 6	free	
	Film "Out and About" segment with Candice Coleman (Channel 6)	free	
	Film "Out There" Segment with Christine Van Blockland (Fox 35)	free	
Friday BIKEFEST OCTOBER 12			
Saturday OCTOBER 13			
Sunday OCTOBER 14			
	9:00-11:00 AM Live remote Broadcast of "The Big Guy" Biker radio show (Need Phone Line for COM)	2,500	4875
		Total	25035

Sanford Chamber Bikefest Marketing Budget/Plan
Out of area marketing

Date	Product	Cost	Monthly
July			
	Dixie Biker Full Page Color	625	
	Full Throttle Magazine	500	
	Florida Bikers Digest	395	
	Born to Ride Magazine	400	1920
August			
	Radio K92 Country / HTQ Classic Rock	2,500	
	Dixie Biker Full Page Color	625	
	Full Throttle Magazine	500	
	Florida Biker Magazine	875	
	Florida Biker Website	125	
	Florida Bikers DIgest	395	
	Born to Ride Magazine	400	5420
September			
	Dixie Biker Full Page Color	625	
	Full Throttle Magazine	500	
	Born to Ride Magazine	400	
	Florida Biker Magazine	875	
	Florida Biker Website	125	
	Florida Bikers Digest	395	
			2920
October			
	Dixie Biker Full Page Color	625	
	Full Throttle Magazine	500	
	Born to Ride Magazine	400	1525
			TOTAL 10,260

II. DETAILS ON YOUR ORGANIZATION:

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

* PLEASE SEE ATTACHED.

(1) What are your organization's goals and objectives?

(2) What services does your organization provide?

(3) How will your organization monitor expenditure of funds?

(4) How will your event bring additional visitors and hotel room nights to Seminole County?

(5) What is your organization's experience in managing sponsorships and grants?

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

Previous Event: SANFORD BIKEFEST 2006
Date 10/06 Location FT. MELLON PARK, SANFORD, FL.
Contact Name/Phone: BILL ELLIOTT 407-402-1031
Out-of-State Participants 10,000 Room Nights 1 Economic Impact 10/PER PERSON $1/100,000

Previous Event: SANFORD BIKEFEST 2005
Date 10/05 Location FT. MELLON PARK SANFORD, FL.
Contact Name/Phone: BILL ELLIOTT 407-402-1031
Out-of-State Participants: 2,000 + 15 vendors Room Nights 1 Economic Impact $10.00/PER PERSON $20,000

Previous Event: _____
Date _____ Location _____
Contact Name/Phone: _____
Out-of-State Participants _____ Room Nights _____ Economic Impact _____

II. DETAILS ON YOUR ORGANIZATION:

(1) What are your organization's goals and objectives?

To serve as an advocate for the members of our organization and the greater business community of Sanford and Seminole County with regards to all economic and political issues affecting our local business climate; and
To create a stable and diverse business environment characterized by widespread industry growth, steady job creation, and active networking and information sharing.

Our intent with this event is to bring motorcycle enthusiasts as well as business into our community, booking room nights and spending money here the week before the Daytona bikefest.

(2) What services does your organization provide?

The Sanford Chamber of Commerce provides networking opportunities to our members that allows them to make the necessary business contacts needed to help grow their businesses. Other services include: advertising and marketing opportunities, educational seminars and presentations, access to the Chamber's member list, labels of the Chamber's mailing list, and Sponsorship opportunities.

(3) How will your organization monitor expenditure of funds?

The funds will be used to offset our advertising and marketing expenses, monitored through our accounting software. The Chamber's finances are managed by the Executive Director, and overseen and monitored by the Board of Directors at monthly Board meetings.

(4) How will your event bring additional visitors and hotel room nights to Seminole County?

Our event is a two&1/2-day event the weekend before the largest bike event in the country, the Daytona Bikefest. We hope to attract some of these visitors to our event to cement their extended stay prior to Daytona.

(5) What is your organization's experience in managing sponsorship and grants?

The Sanford Chamber has managed numerous sponsorships received for various Chamber events in the past. These sponsorships are attributed toward a specific event or project.

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

(1) NAME OF EVENT: SANFORD Chamber BikeFest 2007

(2) NUMBER OF DAYS: 3 DATE: OCT. 12th, 13th & 14th, 2007

(3) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION)
COMPANY NAME: N/A
ADDRESS:
PHONE:

(4) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY?
IT ALLOWS the Chamber to Showcase the SANFORD AREA & FT. MELLON PARK ON THE WATERFRONT, ENCOURAGING VISITORS OUTSIDE THE AREA TO MAKE SANFORD A DESTINATION.

(5) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS?
YES, IT IS AN ANNUAL EVENT.

(6) PROJECTED NUMBER OF:
LOCAL PARTICIPANTS 45,000
LOCAL GUESTS
OUT-OF TOWN PARTICIPANTS 15,000
OUT-OF-TOWN GUESTS
OUT-OF-TOWN MEDIA 2 RADIO STATIONS INDUSTRY MAGAZINES NEWSPAPER EVENT GUIDE

(7) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: 300

(8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT. 6,291,000.00 *
* AS PER ECONOMIC IMPACT CALCULATION FORM.

PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM. (A COPY OF THIS FORM IN EXCEL FORMAT IS AVAILABLE ON www.visitseminole.com)

Seminole County - Economic Impact

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				$ 124,450.00
How many **adult out-of state participant** days expected?	6,000	$ 136.00	2.5	$ 2,040,000.00
How many **adult out-of state attendance/spectator** days expected?		$ 136.00		$ -
How many **out-of state media/professional** days expected?		$ 136.00		$ -
How many **adult in-state attendance/spectator/participant** days expected?	17,600	$ 91.00	2.5	$ 4,004,000.00
How many **youth out-of state participant** days are expected?	0	$ 68.00		$ -
How many **youth in-of state participant** days are expected?	500	$ 57.00	2	$ 57,000.00
What is the expected event-site spending?				$ 90,000.00
What other expenditures, if any, are anticipated?				$ 100,000.00
TOTAL DIRECT IMPACT =				**$ 6,415,450.00**
	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ 6,415,450.00		1.5	$ 9,623,175.00
Total earnings impact:	$ 6,415,450.00		0.57	$ 3,656,806.50
Total employment impact:	$ 6,415,450.00	1,000,000	22	141.14
	Direct Impact	Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ 6,415,450.00		0.06	**$ 384,927.00**
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ 384,927.00	0.09653	**$ 37,157.00**
	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ 6,415,450.00	$ -	0.01	**$ 64,154.50**
	Estimated Rooms Per Night To Be Secured / Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
TOTAL HOTEL IMPACT:		300	$86.00	**$ 25,800.00**
	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ 25,800.00		0.03	**$ 774.00**
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				**$ 102,085.50**
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				**$ -**
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				**$ -**
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				**$ -**
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				**$ -**
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				**$ 102,085.50**

IV. SPORTING EVENT (If Applicable)

(1) NAME OF SPORT/EVENT: N/A

(2) LOCATION OF EVENT: _____

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

(3) TOTAL NUMBER OF FIELDS NEEDED: _____

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

(5) NUMBER OF LIGHTED FIELDS REQUIRED: _____

(6) PROVIDE FIELD USE TIMES BY DAY: _____

(7) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY):

_____

_____

(8) SPECIAL SITE REQUIREMENTS:

_____

_____

_____

V. CULTURAL/CIVIC EVENT

SITE REQUIREMENTS:

_____

_____

_____

TOTAL EVENT BUDGET

Please complete the following budget summaries:

* Please See Attached Event Budget.

PROJECTED EXPENSES		
	IN-KIND	CASH
Travel		
Housing		
Food		
Sanction Fees		
Site Fees		
Rights/Guarantees Fees		
Officials		
Awards		
Equipment		
Rentals		
Insurance		
Security		
Labor		
Marketing/Promotions		
Administrative Costs		
Other Expenses		
Total In-Kind Expense		
Total Cash Expense		149,450
TOTAL EXPENSE		149,450

PROJECTED INCOME		
	IN-KIND	CASH
Admissions		Ø
Contributions**		
Grants		Ø
Sponsorships** *PLEASE SEE ATTACHED		70,000.00
Sales		64,500.00
Room Rebates		
Tourism Funds		
Other Income		
VENDORS		50,000.00
Total In-Kind Income		
Total Cash Income		
TOTAL INCOME		184,500.00

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

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

Attachments: Exhibit "B"
Sample Questionnaire
Event Checklist

The Sanford Chamber of Commerce
SANFORD CHAMBER BIKEFEST 2007

MAJOR SPONSORSHIP CONTRIBUTIONS

Cash Contributions:

Co-Sponsors:

- Seminole Harley Davidson	$ 15,000.00

Other Major Sponsors:

- City of Sanford	$ 7,500.00
- City of Sanford – CRA	7,500.00
- Hooters	7,500.00
- Seminole Power Sports	7,500.00
- Wayne Densch, Inc.	5,000.00
- Five-R Trucks & Trailers	4,000.00
- J.Z. Rider	3,000.00
- Orlando Sanford Int'l. Airport	3,000.00
TOTAL:	$ 60,000.00

CERTIFICATION

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

Chief Corporate Officer

3/1/07

Date

Seal

Pat Hicks

Corporation Secretary

3/1/07

Date

Sanford

CHAMBER OF COMMERCE

BY-LAWS

Revised: September 5, 2006

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SANFORD CHAMBER OF COMMERCE

400 East First Street
Sanford, Florida 32771

BY-LAWS

ARTICLE I - GENERAL

SECTION 1: NAME AND LOCATION

The name of this organization shall be the Sanford Chamber of Commerce, Inc.; its principal office and place of business shall be the City of Sanford, County of Seminole, State of Florida.

SECTION 2: MISSION

It is the mission of the Sanford Chamber of Commerce to create and maintain an environment where business and community will prosper by:

- Combining the talents of business and professional members to insure a stable and healthy business climate in the Chamber service area,
- Increasing services to members through improved communication, leadership opportunities, and small business support,
- Supporting all projects, activities and events which will contribute to the positive growth and development of the Chamber service area,
- Providing leadership on major growth, education, cultural and political issues that affect the business community.

SECTION 3: LIMITATIONS

The Chamber shall be non-profit, non-partisan, non-sectarian, yet may upon Board approval, lend its influence, either directly or indirectly, to the nomination or election of any candidate for political issue.

ARTICLE II - MEMBERSHIP

SECTION 1: ELIGIBILITY

Any firm, associations, cooperation, partnership or entity having interests consistent with the mission of the Chamber shall be eligible to apply for membership.

SECTION 2: ELECTION

Application for membership shall be in writing, on forms provided for that purpose, and signed by the applicant. Election of members shall occur upon approval of the Executive Director and membership installed upon payment of the regularly scheduled investment as approved by the Board of Directors.

SECTION 3: MEMBERSHIP INVESTMENT – DUES & FEES

Membership investments shall be determined by rate schedules or formulas as may, from time to time, be established and altered by the Board of Directors. Dues are payable annually.

SECTION 4: VOTING

Each member firm in good standing shall be entitled to cast one vote in general membership matters.

SECTION 5: EXERCISE OF PRIVILEGES

Any firm, association, corporation, partnership or estate holding membership may nominate individuals whom the holder desires to exercise the privileges of memberships covered by its subscriptions and shall have the right to change its membership nomination upon written notice.

SECTION 6: TERMINATION

Any member may resign from the Chamber upon written request to the Board of Directors. Any member shall be expelled by the Board of Directors for cause, non-payment of dues after ninety (90) days past the renewal month, or for conduct unbecoming a members, as determined by the Board of Directors.

ARTICLE III - MEETINGS

SECTION 1: ANNUAL MEETING

The Annual Meeting of the corporation, in compliance with the State law, shall be held between September and February of each year. The time and place shall be determined by the Board of Directors and notice thereof mailed to each member at least thirty (30) days before said meeting.

SECTION 2: ADDITIONAL MEETINGS

General membership meetings of the Chamber may be called by the Chairman at any time or upon petition in writing of 10% of the membership in good standing. Notice of a special meeting shall be electronically mailed, faxed or mailed via the USPS to each member at least ten (10) days prior.

SECTION 3: QUORUM

At any duly called general membership meeting of the Chamber, ten percent (10%) of the membership shall constitute a quorum.

ARTICLE IV – BOARD OF DIRECTORS

SECTION 1: COMPOSITION OF THE BOARD

The government and policy making responsibilities of the Chamber shall be vested in the Board of Directors, which shall control its property and be responsible for its affairs. The Board of Directors shall consist of the following:

a) OFFICERS: The Chairman, Chairman Elect, Vice Chairman, Secretary, Treasurer, and Immediate Past Chairman shall be members of the Board.

b) ELECTED DIRECTORS: The Board of Directors shall be composed of up to 25 elected members, five (5) of whom shall be elected annually to serve for three (3) years, or until their successors are elected and have qualified.

c) IMMEDIATE PAST CHAIRMAN: The Immediate Past Chairman will serve as a director on the Board for a term of one (1) year following their term as Chairman. The Immediate Past Chairman shall be a voting ex-officio member of the Board, and is excused from any meeting absence. Service as Immediate Past Chairman shall not be considered a term as described herein.

d) CITY OF SANFORD: The City of Sanford, through the approval of the Sanford City Commission, may appoint one of its commission members to serve a one (1) year term on the Board of Directors. This appointed member is a non-voting ex-officio member of the Board.

e) EX-OFFICIO MEMBERS: The Board may install Ex-Officio members in addition to the elected directors. Ex-officio members are non-voting members of the Board.

f) EXECUTIVE DIRECTOR: The Executive Director shall be Secretary to the Board of Directors, to the Executive Board and shall serve as Ex-Officio. The Executive Director shall be a non-voting member of the Board.

SECTION 2: MEETINGS

The Board of Directors shall be expected to meet a minimum of 12 times a year, or at the discretion of the Chairman.

SECTION 3: SELECTION AND ELECTION OF DIRECTORS

a) NOMINATING COMMITTEE: At a regular Board of Directors meeting, not later than August 31st, the Chairman shall appoint, subject to approval by the Board of Directors, a nominating committee of not less than three (3) members of the Chamber.

b) PUBLICITY OF NOMINATIONS: The Executive Director shall notify the membership of the opportunity to apply for a Director position. Applications will be accepted at the Chamber through a pre-determined date as reflected in the notification. All applications received will be given to the Nominating Committee for consideration.

c) PRESENTATION OF SLATE: Prior to September 1st, the Nominating Committee shall submit a list of not less than five (5) nominees to the Chairman to fill the five (5) vacancies on the Board. Each nominee must be an active member in good standing and must have agreed to accept the responsibility of a Director.

The Board of Directors shall, or nearly as possible, represent all different business and professional classifications as are of the Chamber.

d) DETERMINATION: At the regular September meeting of the Board of Directors, the Nominating Committee shall present the slate of Directors for election.

SECTION 4: SEATING OF NEW DIRECTORS

All newly elected Board members shall be installed at the Annual Meeting, and shall be participating Board members on the first day following the Annual Meeting.

SECTION 5: REMOVAL OF DIRECTORS/OFFICERS

The Board of Directors may remove any director/officer at a special meeting of the Board of Directors called for that purpose by the affirmative vote of *three-quarters* of the full membership of the Board.

SECTION 6: QUORUM

Simple majority of the Directors, excluding Ex Officio members of the Board, shall constitute a quorum at any Board meeting.

SECTION 7: VACANCIES

A member of the Board of Directors who shall be absent from three (3) consecutive regular meetings of the Board of Directors may be dropped from the Board upon a vote from the Board of Directors. Vacancies on the Board of Directors shall be filled by the Chairman, with approval of the Board of Directors.

SECTION 8: POLICY

The Board of Directors is responsible for establishing procedures and formulating policy of the organization.

SECTION 9: MANAGEMENT

The Executive Committee, with the approval of the Board of Directors, shall employ an Executive Director and shall fix the salary and other considerations of employment of the Executive Director.

The Executive Director shall serve at the pleasure of the Board. The Executive Director shall be responsible for the day-to-day operations and management of the Sanford Chamber of Commerce. The Board of Directors may terminate the employment of the Executive Director by a simple majority vote of the entire Board of Directors.

SECTION 10: CONSECUTIVE TERMS

Any member in good standing may serve as a Director, but not more than two (2) consecutive terms on the Board of Directors as an elected member. Directors shall not be eligible for re-election to the Board for a period of one (1) year after completing two (2) consecutive terms.

ARTICLE V – OFFICERS

SECTION 1: ELECTION OF OFFICERS

At the regular October meeting of the Board of Directors, the Nominating Committee will present a slate of officers to the Board for approval. At this meeting, the Board shall elect the Chairman Elect, Vice Chairman, and Treasurer. The incoming Chairman will have served as Chairman Elect the year prior, making the position of Chairman a two (2) year progression. All officers shall take office on the first day following the Annual Meeting and serve for a term of one (1) year until their successor assumes the duties of office. The officers shall be members of the Board.

SECTION 2: DUTIES OF OFFICERS

a) Chairman:
The Chairman shall serve as the head of the Board of the Chamber of Commerce and shall preside over all meetings of the membership, Board of Directors and Executive Committee.

The Chairman shall perform all other duties incident to the office, required by the bylaws of from time to time assigned to him or her by the Board of Directors.

The Chairman, with advice and counsel of the Executive Director, shall determine all committees and select all committee chairs.

b) Chairman Elect:
The Chairman Elect shall exercise the powers and authority and perform the duties of the Chairman in the absence or disability of the Chairman. The Chairman Elect shall progress to Chairman the following year.

The duties of the Chairman Elect shall be such as the title by general usage would indicate, as well as those that may be assigned by the Chairman and Board of Directors.

c) Vice Chairman:
The Vice Chairman shall exercise the powers and authority and perform the duties of the Chairman in the absence or disability of the Chairman Elect or Chairman.

The duties of the Vice Chairman shall be such as the title by general usage would indicate, as well as those that may be assigned by the Chairman and Board of Directors.

d) Treasurer:
The Treasurer shall be responsible for the safeguarding of all funds received by the Chamber and for their proper disbursement. Such funds shall be kept on deposit in a federally insured institution or invested in a manner approved by the Board of Directors. The Treasurer shall present a monthly financial report to the Board.

e) Executive Director:
The Executive Director shall serve as Secretary to the Board of Directors and the Executive Committee, and cause to be prepared notices, agendas, and minutes of the meeting of the Board of Directors.

The Executive Director shall serve as advisor to the Chairman and the Board on program planning and shall assemble information and data, as well as, prepare special reports as directed by the Chairman.

The Executive Director shall be responsible for administration of the Program of Work in accordance with the mission statement and other policies and regulations of the Board of Directors.

The Executive Director shall be responsible for hiring, discharging, directing, and supervising all employees.

The Executive Director, in conjunction with individual committees, shall be responsible for the preparation of an operating budget covering all activities of the Chamber, subject to the approval of the Board of Directors.

The Executive Director shall perform such other duties as set forth in the job description as approved by the Board of Directors.

ARTICLE VI – EXECUTIVE COMMITTEE

SECTION 1: EXECUTIVE COMMITTEE

The Executive Committee shall act for and on behalf of the Board of Directors between scheduled Board meetings or in emergency situations, but shall be accountable to the Board for its' actions. The Executive Committee shall be composed of the officers of the Board including the Chairman, Chairman Elect, Vice Chairman, Treasurer and Immediate Past Chairman. The Chairman shall serve as Chair of the Executive Committee. The Executive Director shall serve as Ex Officio to the Executive Committee and Secretary to the Board of Directors.

ARTICLE VII – COMMITTEES AND DIVISIONS

SECTION 1: APPOINTMENT AND AUTHORITY

The Chairman shall appoint all committee chairmen. The Chairman may appoint such ad hoc committees (task force) and their chairmen as determined necessary to carry out the program of the Chamber. Committee appointments shall be at will and at the pleasure of the Chairman unless a different term is approved by the Board.

It shall be the function of the committees to make investigations, conduct studies and hearings, make recommendations to the Board of Directors, and to carry on such activities as may be delegated to them by the Board.

SECTION 2: LIIMITATION OF AUTHORITY

No action by any member, chairman, committee, division, employee, director, or officer shall be binding upon, or constitute an expression of, the policy of the Chamber until it shall have been approved or ratified by the Board of Directors.

SECTION 3: DIVISIONS

The Board of Directors may create, with a simple majority vote, such divisions, bureaus, departments, councils, or subsidiary corporations, as it deems advisable to handle the work of the Chamber.

The Board shall authorize and define the powers and duties of all divisions, bureaus, departments, councils, or subsidiary corporations including collections and disbursement of funds.

No action or resolution of any kind shall be taken by divisions, bureaus, departments, councils, or subsidiary corporations having bearing upon or expressive of the Chamber unless approved by the Board of Directors.

ARTICLE VIII – FINANCES

SECTION 1: FUNDS

All money paid to the Chamber shall be placed in a general operating fund. Such funds shall be kept on deposit in a federally insured institution or invested in a manner approved by the Board of Directors.

SECTION 2: DISBURSEMENTS

Upon approval of the budget, the CEO is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board of Directors. Disbursements shall be by check. All checks shall require two signatures except as provided by the Board.

SECTION 3: FISCAL YEAR

The fiscal year of the Chamber shall be on the calendar year.

SECTION 4: BUDGET

The Executive Committee shall adopt the budget for the coming year in November and submit it to the new Board of Directors for approval at the December meeting.

SECTION 5: ANNUAL FINANCIAL REVIEW

All accounts of the Chamber of Commerce shall be reviewed annually by a certified public accountant and an independent financial audit performed as defined by IRS section 501c3. The audit shall be available to members of the organization within the offices of the Chamber at all times.

SECTION 6: DIRECTORS AND OFFICERS INSURANCE

The Chamber shall carry Directors and Officers insurance at all times. The Board of Directors will vote to set the level of insurance coverage desired. By a simple majority vote, the level of insurance may change as the Board of Directors sees fit.

ARTICLE IX – DISSOLUTION

The Chamber shall use its funds only to accomplish the objectives and purposes specified in these bylaws and no part of said funds shall inure, or be distributed to the members of the Chamber. On dissolution of the Chamber, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors as defined in IRS Section 501c.

ARTICLE X – PARLIAMENTARY PROCEDURES

The current edition of Robert's Rules of Order shall be the total source of authority in all questions or parliamentary procedures when such rules are not inconsistent with the charter or bylaws of the Chamber.

ARTICLE XI – AMENDMENTS

SECTION 1: REVISION

These bylaws may be amended or altered by either the Board of Directors or the general membership.

SECTION 2: BOARD AMENDMENTS

The Board of Directors may amend or alter the bylaws by a majority vote at any special or regular meeting provided written notice of the amendments or alterations has been at a previous Executive Committee or Board of Directors meeting.

SECTION 3: GENERAL MEMBERSHIP AMENDMENTS

The general membership may amend or alter the bylaws at any special or regular meeting provided a majority of the general membership is present and voting.

PASSED AND ADOPTED THIS _____ day of _____, 2006.

Signed By: _____
Chairman

Print Name: _____

ATTEST:

_____
Pat Hicks, Executive Director

/ph

SEP 1 1 2006

Internal Revenue Service

Date: September 7, 2006

SANFORD-SEMINOLE COUNTY CHAMBER OF COMMERCE
400 E 1ST ST
SANFORD FL 32771-1408 007

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
MS. K. HILSON ID# 31-07340
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
59-0440968

Dear Sir or Madam:

This is in response to your request of September 7, 2006 regarding your organization's tax-exempt status.

In November 1945 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(6) of the Internal Revenue Code.

Because your organization is not an organization described in section 170(c) of the Code, donors may not deduct contributions made to your organization. You should advise your contributors to that effect.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE
Customer Account Services

Sanford Chamber of Commerce

2007 Board of Directors

BOARD TERMS

Executive Committee	Last Name	First Name	Representing	Board Term
Chairman	Finnerty	Lisa	Porzig Realty	2008
Immediate Past Chairman	Osborne	Paul	Venture One Properties	2008
Chairman Elect	Montisano	Joe	Central Florida Zoo	2009
Vice Chairman	Taylor	David	Liberty Tax Service	2007
Treasurer	Kimelman	Rob	Greene, Dycus & Co.	2009
Secretary	Hicks	Pat	Sanford Chamber	

Directors				Board Term
Director	Caires	Michael	Orl./Sanford Int'l. Airport	2009
Director	Coover	Stephen	Atty, Hutchison, Mamele & Coover	2007
Director	Davis	Charles	Nationwide Insurance	2009
Director	Desmond	Dan	Seminole Harley Davidson	2007
Director	Elliott	Bill	John Hancock	2008
Director	Gumina	J.T.	Jon Thomas Photography	2009
Director	Horian	Bob	Suncor Properties	2007
Director	Khan	Barbara	Orlando Sentinel	2007
Director	Kuhn	Bob	Diamond Glass Company	2007
Director	Lane	Donna	School Time Planners, Inc.	2007
Director	Parsell	Bob	Ace Hardware	2008
Director	Peterson	Bart	St. John's Realty	2008
Director	Tunis	Bob	City of Sanford, Econ. Dev. Director	2007
Director				2007

Ex-Officio	Last Name	First Name	Representing	Board Term
City Appointed	Williams	Velma	City of Sanford	2007
County Representative	Carey	Brenda	District 5	2007
House of Representatives	Adams	Sandy	State Representative	2007

Profit and Loss (Cash Flow Report)

1/1/2006 *Through:* 12/31/2006

Income

Description		Amount
2007 Business Directory		**$6,522.00**
Directory Advertising	$6,522.00	
Broadcast Fax		**$40.00**
Web Advertising	$40.00	
Donation		**$30,848.72**
Floor Remodeling	$5,033.72	
Funding - City of Sanford	$25,000.00	
Member Donation	$405.00	
Non Member Donation	$410.00	
Education Committee		**$345.74**
Adopt-A-Classroom	$250.00	
Chamber Luncheons: Awards	$95.74	
Event Income		**$149,207.30**
2006 Bikefest	$146,276.30	
Ad-package	$250.00	
Vendor Space	$2,681.00	
Hob Nob 2006		**$6,250.00**
Candidate Registration	$4,200.00	
Door Entry Donation	$550.00	
Sponsorship	$1,500.00	
Meals		**$7,605.00**
Luncheon	$7,605.00	
Membership Income		**$84,326.19**
Additional Category	$110.00	
Application Fee	$2,134.98	
Bold Listing	$540.00	
Membership Labels	$185.00	
Membership List	$100.00	
Membership Renewal	$56,530.39	
New Member	$24,725.82	
Merchandise Income		**$20.00**
Miscellaneous Merchandise	$20.00	
Miscellaneous Income		**$18,755.91**
Credit Card	$970.00	
Dividends	$174.52	
Maps	$111.39	
Royalty Income	$17,500.00	
Newsletter Income		**$2,243.50**
Newsletter Income	$2,243.50	
Postage/Shipping		**$380.90**
Relocation Package	$380.90	

Rental	**$42,074.75**
Airport Tourist Booth $21,615.00	
Refundable Deposit $4,735.00	
Room Rental $15,724.75	
Sponsorship	**$6,292.00**
2006 Annual Installation Banquet $6,042.00	
Teacher Appreciation Breakfast $250.00	
Sponsorship Levels	**$1,000.00**
Platinum $1,000.00	
Unknown	**$4,971.81**
Unknown, TBD $4,971.81	
TOTAL Income	**$360,883.82**

Expense

Description	Amount
Advertising	**($2,479.59)**
Newspaper Ad ($1,903.28)	
Signage ($187.75)	
Yellow page ad ($388.56)	
Annual Banquet	**($5,350.64)**
2006 Annual Banquet ($5,350.64)	
Auto Expense	**($666.72)**
Mileage ($666.72)	
Bank Charges	**($239.75)**
Bank Charges/fees ($239.75)	
Bikefest Event 2006	**($154,192.50)**
Bike Fest Expense ($118,068.07)	
Bikefest - Entertainment ($28,909.40)	
Bikefest - Gas ($110.48)	
Bikefest - Meeting/Meals ($36.89)	
Bikefest - Office Supplies ($239.69)	
Bikefest - Telephone ($12.82)	
Bikefest - Transfer ($100.00)	
Bikefest - T-Shirts ($4,092.50)	
Bikefest - Website ($2,622.65)	
Building Repairs/Maintenance	**($13,970.08)**
Building Remodel 2006 ($7,817.72)	
Building Repairs ($746.64)	
Janitorial ($2,751.72)	
Lawn ($2,160.00)	
Pest Control ($494.00)	
Computer System	**($200.00)**
Software Maintenance ($200.00)	
Crappie Fishing Tournament	**($600.00)**
CrappieMasters - Advertising ($600.00)	
Dues & Publications	**($1,383.29)**
Annual Dues ($989.29)	

Rotary Weekly dues ($172.00)	
Subscriptions/Publications ($222.00)	
Equipment	**($9,063.28)**
Copy Expense ($5,573.58)	
Equipment Rental ($3,489.70)	
Equipment Repairs/Maintenance	**($3,126.31)**
Equipment Repairs/Maintenance ($3,126.31)	
Event Income	**$0.00**
Vendor Space $0.00	
Gifts/Awards	**($334.90)**
Gifts/Awards ($334.90)	
Health Insurance	**($1,537.00)**
Health Insurance ($1,537.00)	
Hob Nob 2006	**($2,023.23)**
Hob Nob - Advertising/Promotion ($130.00)	
Hob Nob - Misc. Expense ($1,893.23)	
Insurance	**($3,342.84)**
Bldg. & Personal Property Insurance ($1,860.84)	
D & O Insurance ($1,013.00)	
Workers Compensation Insurance ($469.00)	
Legal/Accounting Expense	**($542.50)**
Accounting Fees ($70.00)	
Legal ($472.50)	
Loans Payable	**($9,297.74)**
Interest - City of Sanford ($297.74)	
Loan Payable - City of Sanford ($9,000.00)	
Luncheon Expense	**($7,879.26)**
Luncheon Expense ($7,879.26)	
Meals & Entertainment	**($501.23)**
Meals & Entertainment ($501.23)	
Membership Expense	**($1,488.44)**
Commissions ($537.74)	
Membership Refund ($160.45)	
New Member Breakfast ($74.67)	
Plaques and Decals ($715.58)	
Merchandise Expense	**($2,113.26)**
maps ($795.00)	
Merchandise Expense ($1,318.26)	
Merchandise Income	**($645.00)**
Miscellaneous Merchandise ($645.00)	
Miscellaneous Office Expense	**($1,064.18)**
Computer Expense ($1,064.18)	
Newsletter Expense	**($1,353.05)**
Newsletter ($1,353.05)	
Office Supplies	**($8,652.35)**
Misc. Office Expense ($5,236.20)	
Office Supplies ($3,416.15)	
Operations	**($2,587.89)**
Misc. Business Expense ($2,587.89)	

Payroll Taxes		**($3,127.53)**
Payroll Taxes	($3,127.53)	
Personnel		**($292.41)**
Cell Phone Reimbursement	($292.41)	
Postage		**($1,742.62)**
Misc. Postage	($527.64)	
Postage	($1,058.02)	
Postage: Newsletter	($156.96)	
Promotion		**($33.78)**
Alive After Five	($33.78)	
Rental		**($1,642.50)**
Account Split	$0.00	
Rental - Police Officer	($867.50)	
Room Rental Deposit Refund	($775.00)	
Rental Refund		**($4,337.50)**
Room Rental Refund	($4,337.50)	
Salaries/Payroll		**($71,168.00)**
Payroll	($22,941.77)	
Payroll Expense	($48,226.23)	
Social Security & W/H		**$0.00**
Misc Taxes	$0.00	
Telephone		**($6,871.61)**
Telephone	($6,871.61)	
Unknown		**($1,695.04)**
Unknow, TBD	($1,695.04)	
Water/Utilities		**($5,683.21)**
Electricity	($2,196.41)	
Gas	($432.37)	
Water/Utilties	($3,054.43)	
Website		**($353.85)**
Internet / E-mail	($353.85)	
Worker's Comp/Liability		**($576.00)**
Worker's Comp/Liability	($576.00)	
TOTAL Expense		**($332,159.08)**

NET GAIN **$28,724.74**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/6/2007

PRODUCER
Charles Davis & Associates Inc.
1617 S. French Ave #B
Sanford, Fl 32771
407-324-9137

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
SANFORD CHAMBER OF COMMERCE

400 E. FIRST STREET
SANFORD, FL 32771

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: BURLINGTON INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS MADE X OCCUR	101307MSCD	10/12/07	10/15/07	MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
					LIQUOR LIAB	500,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

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

3 DAY BIKE EVENT IN SANFORD
LIQUOR LIABILTY IN THE AMOUNT OF $500,000

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

2007 BIKEFEST BUDGET

INCOME

	BUDGET
Sponsorship	$ 40,000.00
- Seminole Harley (15,000.00)	$ 15,000.00
- City of Sanford (7,500.00))	$ 7,500.00
- Wayne Densch, Inc.	
- Seminole Power Sports	
- Hooters	
- Misc. Sponsorship	
- City of Sanford (CRA) (7,500.00))	$ 7,500.00
Sponsorship SUB-TOTAL:	$ 70,000.00
Vendor Revenue	$ 50,000.00
Food Concessions	$ 5,000.00
Water/Soda Concessions	$ 2,000.00
Event Guide	$ -
Merch./Tshirts/etc.	$ 2,500.00
Beer/Liquor	$ 55,000.00
T-Shirt Concession	$ -
TOTAL INCOME:	$ 184,500.00

EXPENSES

	BUDGET
Advertising/Promotion	$ 15,000.00
- Radio	$ -
- Magazines	$ -
- Newspapers	$ -
- Website	$ -
- Miscellaneous	
- Posters	$ -
- Flyers (4th of July)	$ -
- Event Guide	$ 5,600.00
- Street Banners	$ 350.00
Advertising: SUB-TOTAL:	$ 20,950.00
Entertainment	
- Bands/Acts	$ 30,000.00
Staging:	
- Stages/Lighting	$ 5,000.00
- Sound/Mixing Equipment	$ 15,000.00
- Fencing/Scaffold	
Entertainment: SUB-TOTAL:	$ 50,000.00

2007 BIKEFEST BUDGET

EXPENSES, cont., page 2

	BUDGET
Beverages	
- Coke/Water	$ 400.00
- Beer	$ 4,000.00
- Liquor/Mixers	$ 5,000.00
- Ice	$ 1,500.00
- Cups/Paper Goods	$ 75.00
Beverages: SUB-TOTAL:	$ 10,975.00
Logistics	
- City of Sanford	$ 12,350.00
- Public Works	$ -
- Fire Dept.	$ -
- Parks & Rec. Dept.	$ -
- Police Dept.	$ 23,150.00
- Golf Carts	$ -
- Bike Racks	$ 200.00
- Port-O-Lets	$ 5,800.00
- Walkie Talkies	$ 300.00
- Light Towers	$ 3,700.00
- Generators	$ 3,900.00
- Tents	$ 2,700.00
- Children's Play Area	$ 500.00
Logistics: SUB-TOTAL:	$ 52,600.00

2007 BIKEFEST BUDGET

EXPENSES, cont., page 3

	BUDGET
Operations	
- Copies/Printing/Postage	$ 500.00
- Permits	$ 225.00
- Event Insurance	$ 4,000.00
- Badges	$ 200.00
- Misc. Expense	$ 1,000.00
- Misc. Supplies	$ 500.00
- Event Merchandise:	
- T-Shirts	$ 5,000.00
- Resale T-Shirts/Patches, etc.	$ -
VIP Benefits	
- Sponsor VIP Party	$ 1,500.00
- Sponsor Oasis	$ 500.00
- Misc.	$ 500.00
Volunteers	
- T-Shirts	$ 1,000.00
Operations: SUB-TOTAL:	$ 14,925.00

	BUDGET
TOTAL EXPENSE:	$ 149,450.00

ACTUALS:

	INCOME:	
LESS -	**EXPENSES:**	
	TOTALS:	$ -

EXHIBIT "B"
REQUEST FOR FUNDS

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

EVENT NAME _____

ORGANIZATION _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

NAME OF CONTACT _____ CONTACT TELEPHONE _____

CONTACT E-MAIL _____

REQUEST PERIOD FROM _____ TO _____

REQUEST # _____

☐ INTERIM REPORT ☐ FINAL REPORT

TOTAL CONTRACT AMOUNT $ _____

EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
TOTALS		

(For Final Report only)
Please complete the following:

Number of Hotels Used _____

Number of Hotel Room Nights _____

Number of out-of-county participants _____

Number of out-of-county fans _____

Number of out-of-county media _____

Total direct economic impact $ _____

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

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

SIGNATURE _____ TITLE _____

Exhibit "C"

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many **adult out-of state participant** days expected?		$ 136.00		$ -
How many **adult out-of state attendance/spectator** days expected?		$ 136.00		$ -
How many **out-of state media/professional** days expected?		$ 136.00		$ -
How many **adult in-state attendance/spectator/participant** days expected?		$ 91.00		$ -
How many **youth out-of state participant** days are expected?		$ 68.00		$ -
How many **youth in-of state participant** days are expected?		$ 57.00		$ -
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				$ -
	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ -		1.5	$ -
Total earnings impact:	$ -		0.57	$ -
Total employment impact:	$ -	1,000,000	22	-
	Direct Impact	Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ -		0.06	$ -
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ -	0.09653	$ -
	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ -	$ -	0.01	$ -
Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
TOTAL HOTEL IMPACT:				$ -
	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ -		0.03	$ -
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				$ -

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 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 authorizing resolution to ratify the Health and Educational Facilities Authority of the State of Missouri's issuance of Educational Facilities Revenue Bonds in one or more series, of which an amount not to exceed $6,500,000 shall be applied for 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.

County-wide Angela Singleton

BACKGROUND:

The Health and Educational Facilities Authority of the State of Missouri has authorized the issuance of tax-exempt educational facilities revenue bonds. The proceeds of the Bonds will be loaned to Lutheran affiliated entities, including up to a maximum of $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.

A "TEFRA" public hearing for Seminole County was held on Tuesday, June 19, 2007 at 2:00 p.m. at the Orange County Administration Building, 201 South Rosalind Avenue, Orlando, Florida. The purpose of the hearing was to provide an opportunity for public comments regarding the proposed bond issuance.

Section 147(f) of the Internal Revenue Code of 1986, as amended requires all private activity bonds be approved by the issuer of the bonds and by the County having jurisdiction over the area in which the facilities to be financed are located. Attached for Board approval is an authorizing Resolution approving the issuance and sale of the Bonds by the Authority, solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Note: The attached resolution has been reviewed by Bond Counsel.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the authorizing resolution to ratify the Health and Educational Facilities Authority of the State of Missouri's issuance of Educational Facilities Revenue Bonds in one or more series, not to exceed $6,500,000 in principal amount for 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.

ATTACHMENTS:

1. Resolution

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA APPROVING THE ISSUANCE BY THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI OF THAT AUTHORITY'S EDUCATIONAL FACILITIES REVENUE BONDS, IN ONE OR MORE SERIES, OF WHICH NOT TO EXCEED $6,500,000 WILL BE ISSUED FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE A LOAN TO THE LUTHERAN CHURCH EXTENSION FUND, WHICH WILL IN TURN LOAN 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 such bonds to be tax-exempt, 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, pursuant to a resolution of the Board of County Commissioners of Seminole County, Florida (the "Board") adopted on June 12, 2007, the Orange County Industrial Development Authority on June 19, 2007 held a

public hearing on behalf of the Board with respect to the issuance of the Bonds and the refinancing of the Project after the publication of notice of such hearing in the *Orlando Sentinel*, a newspaper of general circulation in Seminole County, Florida at least 14 days prior to such hearing, as evidenced by an affidavit of publication, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Board is the elected legislative body of Seminole County, Florida and has jurisdiction over the area in which the Project is located;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County as follows:

SECTION 1. Issuance by MOHEFA of the Bonds with not in excess of $6,500,000 to be applied to refinance the Project of the Lutheran Haven Nursing Home is hereby approved solely for the purpose of Section 147(f) of the Code.

SECTION 2. The approvals granted herein are limited in scope to the items specifically addressed herein and shall not be construed as (i) an endorsement of the creditworthiness of MOHEFA, LCEF or the Lutheran Haven Nursing Home or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or to have estopped the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board shall not be construed to obligate Seminole County, Florida to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the refinancing of the Project, and MOHEFA shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 26th day of June, 2007.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

_____
Chairman

(SEAL)

ATTEST:

By:_____
Deputy Clerk

4527126_v5

EXHIBIT "A"

AFFIDAVIT OF PUBLICATION

Orlando Sentinel

Published Daily

State of Florida } S.S.
COUNTY OF ORANGE

Before the undersigned authority personally appeared BEVERLY C.SIMMONS, who on oath says that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at ORLANDO in ORANGE County, Florida; that the attached copy of advertisement, being a [illegible] in the matter of ********* JUNE 19 in the ORANGE Court, was published in said newspaper in the issue; of [illegible]

Affiant further says that the said Orlando Sentinel is a newspaper published at ORLANDO, in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each Week Day and has been entered as second-class mail matter at the post office in ORLANDO in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Beverly C. Simmons

The foregoing instrument was acknowledged before me this 5th day of JUNE, 20 07, by BEVERLY C.SIMMONS, who is personally known to me and who did take an oath.

(SEAL)

NOTICE OF PUBLIC HEARING

Notice is hereby given that, pursuant to a delegation by the Board of County Commissioners of Seminole County, Florida to the Orange County Industrial Development Authority (the "Authority"), a public hearing will be held by the Authority, on Tuesday, June 19, 2007, at 2:00 p.m., at the Orange County Administration Building, 201 South Rosalind Avenue, Orlando, Florida 32801, for the purpose of receiving comments and hearing discussion concerning a plan of finance involving the issuance by the Health and Educational Facilities Authority of the State of Missouri ("MOHEFA") of tax-exempt educational facilities revenue bonds, the proceeds of which will be loaned by MOHEFA to the Lutheran Church Extension Fund, a Missouri nonprofit corporation and affiliate of The Lutheran Church-Missouri Synod, a national religious denomination (the "Borrower"), and in turn be loaned to other Lutheran affiliated entities by the Borrower to finance or refinance capital projects in various states, including an amount not in excess of $6,500,000, which will be loaned by the Borrower to Lutheran Haven Nursing Home and Assisted Living Facility, LLC, in order to refinance the cost of the acquisition, construction and equipping of a nursing home and assisted living facilities located at 1525 Haven Drive, Oviedo, Seminole County, Florida. The bonds shall be obligations of MOHEFA and shall not constitute an indebtedness or pledge of the credit or taxing power or any other type of obligation of Seminole County, the Authority or any other Florida governmental entity or political subdivision.

All interested or affected taxpayers, property owners and citizens of Seminole County, Florida, are invited to attend this public hearing and, either personally or through their representatives, will be given an opportunity to express their views concerning the proposed project and the issuance of the proposed bonds. Anyone desiring to make written comments may file them with the Authority, Capitol Plaza Building, Suite 900, 301 East Pine Street, Orlando, Florida 32801, Attention: Chairman. Comments made at the hearing are for the consideration of the Authority and will not bind the Authority to any action it may take. Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the Authority at (407) 422-7159 at least 48 hours prior to the meeting.

SHOULD ANY PERSON DECIDE TO APPEAL ANY DECISION MADE BY THE AUTHORITY WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR THAT PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

This notice is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
By: /s/ Amy Mulford, Secretary

COR363203-JUN.3

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-70 - $18,002 - Public Safety - 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 Amendment Request (BAR) #07-70 from the General Fund in the amount of $18,002 to cover the increased costs through the end of the fiscal year for the new Medical Director Services contract approved by the BCC at the 6/12/2007 meeting.

County-wide Lin Polk

BACKGROUND:

The current year's budget for the Medical Director Services contract is $155,925. The new contract award amount of $240,630 per year constitutes a 54% or $84,705 increase from the the previous contract. $30,000 of the increase is directly attributable to the inclusion of medical malpractice insurance.

The current budget of $155,925 allowed for monthly payments of $12,993.75. The eight actual monthly payments of $12,640.50 made totalled $101,124, leaving an available balance of $54,801. One remaining payment remains at the current rate of $12,640.50, followed by three monthly payments under the new contract of $20,052.50, resulting in total remaining payments this fiscal year of $72,798. After subtracting the available balance of $54,801 from the remaining payments, an additional $17,997 is required. The additional $5 in the BAR covers any rounding adjustments made for the remainder of the year.

After this meeting's Budget Amendment Requests are processed, General Fund reserves will be approximately $14,900,602.

According to Florida Statutes, Chapter 401.265 each basic life support transportation service or advanced life support service must employ or contract with a medical director. The medical director must be a licensed physician; a corporation, association, or partnership composed of physicians; or physicians employed by any hospital that delivers in-hospital emergency medical services and employs or contracts with physicians specifically for that purpose. Such a hospital, physician, corporation, association, or partnership must designate one physician from that organization to be medical director at any given time. The medical director must supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for that emergency medical services system. The medical director must perform duties including advising, consulting, training, counseling, and overseeing of services, including appropriate quality assurance but not including administrative and managerial functions.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-70 from the General Fund in the amount of $18,002 to cover the increased costs through the end of the fiscal year for the new Medical Director Services contract approved by the BCC at the 6/12/2007 meeting.

ATTACHMENTS:

1. Budget Amendment Request
2. Purchasing Consent Agenda Item (6/12/07)

Additionally Reviewed By:
No additional reviews

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Ryan Switzer Analyst	5/21/2007 Date
Budget Manager	Date
Director	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Safety**
Fund(s): General Fund

PURPOSE: Appropriate additional funds for the County's Medical Director Services Contract, RFP-600134-07/TLR, as approved by the BCC on 6/12/2007. The resulting General fund reserve balance will be $14,900,602.

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

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

.

Sources:

Account Number	Project #	Account Title	Amount
00100.999901.599998		Reserve for contingency	$18,002
Total Sources			**$ 18,002**

Uses:

Account Number	Project #	Account Title	Amount
00100.055017.530310		Professional Services	$18,002
Total Uses			**$ 18,002**

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: 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.

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
_____	Date:_____
Witness:	

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

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-tract 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 Haimes to help provide 24/7 coverage.

Mr. Mark Wechsler, PA has a strong EMS background, bringing 27 hears 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 Haimes is board certified in Occupational Medicine and brings an extensive background in occupational medicine to this team. Dr. Haimes 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: BAR #07-71 - Non-departmental, Transfer of Funds - General Fund and Court Support Technology Fee Fund - $267,096

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 #07-71 from the General and Court Support Technology Fee Funds in the amount of $267,096 to transfer funds from the General Fund to the Court Support Technology Fee Fund to correct revenue recording for fiscal year 2005/06.

County-wide Lin Polk

BACKGROUND:

In accordance with Florida Statutes (F.S.) 28.24 (12)(e)(1), the Clerk of the Courts collects a $4 service charge for recording certain documents listed in F.S. 28.222. Of this $4 service charge, $2 is distributed to the Board of County Commissioners to be used exclusively to fund court-related technology. These payments are made by the Clerk of the Courts to the Board of County Commissioners on a monthly basis. A Special Revenue Fund, Court Support Technology Fee Fund (#11400) was created in order to segregate these funds from other revenues received by the Board of County Commissioners.

The revenue received for September 2006 ($133,548) was inadvertently credited to the General Fund, rather than to the Court Support Technology Fee Fund. Since the books for Fiscal Year 2005/06 have been closed, audited, and the Comprehensive Annual Financial Report for the year has been issued, the inadvertent recording is being corrected through a transfer of funds from the General Fund to the Court Support Technology Fee Fund in FY 2006/07. The transfer amendment effects both funds by $133,548, resulting in total budget amendment of $267,096.

After this meeting's Budget Amendment Requests are processed, General Fund reserves will be decreased by $133,548 to approximately $14,900,602. Correspondingly, the Court Support Technology Fee Fund reserves will be increased by $133,548 to approximately $620,096.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request #07-71 from the General and Court Support Technology Fee Funds in the amount of $267,096 to transfer funds from the General Fund to the Court Support Technology Fee Fund to correct revenue recording for fiscal year 2005/06.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik V Coulter Analyst	6/4/07 Date
Budget Manager	Date
Director	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Non-Departmental**
Fund: **General & Court Support Technology Fee Funds**

PURPOSE: To transfer funds inadvertently deposited into the General Fund in FY 2005/06.

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

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

Sources:

Account Number	Project #	Account Title	Amount
00100.999901.599998		Reserve for Contingencies	$ 133,548
11400.381100.00100		Transfer from General Fund	133,548
Total Sources			**$ 267,096**

Uses:

Account Number	Project #	Account Title	Amount
00100.014001.590910.11400		Transfer to Court Support Technology Fee Fund	$ 133,548
11400.999905.599998		Reserve for Contingencies	133,548
Total Uses			**$ 267,096**

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 #07-20 - $138,000 - Administrative Services - General Fund (County-wide HVAC Study)

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 #07-20 from the General Fund in the amount of $138,000 for a county-wide HVAC study.

County-wide Lin Polk

BACKGROUND:

This item seeks allocation for a new study needed to properly plan for the repair and/or replacement of the aging infrastructure at various County facilities. The study will be broken into two phases and will focus on the heating, ventilation, and air condition systems (HVAC). Phasing is detailed below.

Phase I: The study will be conducted on over 109 buildings, generate updated inventory lists of equipment, assess and rate condition, determine replacement costs, develop a 5 year replacement plan, and enhance our preventative maintenance program. Phase I Cost is $134,000.

Phase II: The study will be used to develop a comprehensive scope of services for HVAC maintenance at County facilities. Phase II Cost is $4,000.

Total Project Cost is $138,000.

Funding is available from a combination of operational funding and various projects that have been completed under budget within the Facilities Division Budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute Budget Change Request #07-20 from the General Fund in the amount of $138,000 for a county-wide HVAC study.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	07-

DATE: 5/29/07

FROM: **Department** **Administrative Services**

Division **Facilities Management**

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

Allocation for a new study needed to properly plan for the repair and/or replacement of the aging infrastructure at various county facilities. The study will be broken into two phases and will focus on the heating, ventilation, and air condition systems (HVAC).

Phase I: The study will be conducted on over 109 buildings, generate updated inventory lists of equipment, assess and rate condition, determine replacement costs, develop a 5 year replacement plan, and enhance our preventative maintenance program. Phase I Cost is $134,000.

Phase II: The study will be used to develop a comprehensive scope of services for HVAC maintenance at county facilities. Phase II Cost is $4,000.

Total Project Cost is $138,000.

Fund # 00100 **Fund Name** General Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER	00100.010560.530460		Repair and Maintenance	10,000
FROM	00100.010560.530520		Operating Supplies	10,502
	00100.010560.560642		Equipment>$4999	5,600
	00100.010560.560650	00237901	Construction in Progress	15,000
	00100.010560.560650	00245301	Construction in Progress	3,677
	00100.010560.560650	00245401	Construction in Progress	5,370
	00100.010560.560650	00254802	Construction in Progress	3,851
	00100.010560.530310		Professional Services	84,000
			TOTAL	**$138,000**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER	00100.010560.530310	00274129 NEW	Professional Services	$138,000
TO	0			
			TOTAL	$ 138,000

CONCURRENCE OF OTHER INVOLVED DIVISIONS (ie: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Svcs; etc)

☐ Approval Date _____ Department/Division _____

RECOMMENDATION: ☒ Approval Date 5/30/07 Analyst T. Jecks Budget Manager _____

APPROVING AUTHORITY: ☐ FS Director ☐ County Manager ☒ BCC Meeting Date 6-26-07

☐ Approved ☐ Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

H:\OM\Omb\AGENDA\Agenda Items by date\06-07 Agenda\06-26-07\BCR #07-20 Facilities HVAC Study $138,000.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: MSBU – Request to Advertise and Schedule Final Public Hearing for Twin Pines Water and Wastewater Improvement MSBU

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Paula Seigler **EXT:** 7164

MOTION/RECOMMENDATION:
Approve and authorize scheduling and advertising of the final public hearing for the Twin Pines Water and Wastewater Improvement MSBU.

District 3 Dick Van Der Weide Kathy Moore

BACKGROUND:
The Twin Pines Water and Wastewater Improvement MSBU Ordinance No. 06-28 was adopted at the May 9, 2006 BCC meeting. Construction is anticipated to be completed during July 2007. A public hearing is required to establish the final assessment resolution for this MSBU project. Providing the construction is completed and final assessments are approved by the Board, the initial assessments for MSBU will be included on the Non-Ad Valorem Assessment Roll for 2007.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize scheduling and advertising of the final public hearing for the Twin Pines Water and Wastewater Improvement MSBU.

ATTACHMENTS:

1. Twin Pines Water and Wastewater Improvement MSBU Ordinance No. 06-28

Additionally Reviewed By:
No additional reviews

ORDINANCE NO. 06-28 SEMINOLE COUNTY, FLORIDA

ORDINANCE

AN ORDINANCE CREATING THE TWIN PINES WATER & WASTEWATER IMPROVEMENT MUNICIPAL SERVICES BENEFITS UNIT FOR THE PURPOSE OF PROVIDING WATER SERVICE FOR DRINKING AND HOUSEHOLD PURPOSES AND WASTEWATER TRANSFER WITHIN THE UNIT; PROVIDING BOUNDARIES OF SAID UNIT; PROVIDING FOR THE GOVERNING OF SAID UNIT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING THE METHOD OF FINANCING TO BE ADVANCED BY SEMINOLE COUNTY FROM ENVIRONMENT SERVICES WATER DIVISION FUNDING; PROVIDING FOR PAYMENT IN FULL OR FIFTEEN (15) ANNUAL INSTALLMENTS FOR CONSTRUCTION IMPROVEMENTS; PROVIDING THE ASSESSMENT FORMULA; PROVIDING A PRELIMINARY LIST OF ASSESSMENTS FOR ASSESSMENT AND COLLECTION BY THE UNIFORM METHOD PURSUANT TO SECTION 197.3632, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, INCLUSION IN SEMINOLE COUNTY CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County, Florida has the authority to establish a Municipal Services Benefits Unit pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of Municipal Services Benefits Units, and the proposed TWIN PINES WATER & WASTEWATER IMPROVEMENT MUNICIPAL SERVICES BENEFITS UNIT will be administered under the criteria as established by the Board of County Commissioners for said Municipal Services Benefits Units, and

WHEREAS, the Board of County Commissioners has approved the hereinafter described project;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. **SHORT TITLE.** This Ordinance shall be known and referred to as the TWIN PINES WATER & WASTEWATER IMPROVEMENT MSBU Ordinance.

RETURN TO SANDY McCANN

MARYANNE MOR , CLERK OF CIRCUIT COURT SEMINOLE C NTY, CFN 2006068123 BK 06263 Pgs 0471 479; (9pgs) RECD 06/28/2006 01:58 43 PM
REC FEES 78.00, RECD BY J Eckenroth

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carylon Cohen
DEPUTY CLERK

Section 2. <u>CREATING UNIT; IMPROVEMENTS</u>. There is hereby created within Seminole County, the TWIN PINES WATER & WASTEWATER IMPROVEMENT MSBU for the purpose of providing water service for drinking and household purposes and wastewater transfer within the unit. Said unit shall encompass the following described area of Seminole County, Florida:

> The following properties located within Twin Pines and abutting Baker Avenue within Section 17, Township 21, Range 29, Seminole County, Florida.
>
> Parcels [further detailed in Exhibit A]:
>
> 17-21-29-515-0000-0010, 17-21-29-515-0000-0020,
> 17-21-29-515-0000-0030, 17-21-29-515-0000-0040,
> 17-21-29-515-0000-0050, 17-21-29-515-0000-0060,
> 17-21-29-515-0000-0070, 17-21-29-515-0000-0080,
> 17-21-29-515-0000-0090, 17-21-29-515-0000-0100,
> and 17-21-29-515-0000-0120.

The improvements consist of providing a central water system for drinking and household purposes, and wastewater transfer through construction of a water and wastewater distribution system within Twin Pines. Construction will include approximately 515 linear feet of a 8" water line, required fire hydrants, access to existing wastewater conveyance system, and site preparation and restoration. The water and wastewater distribution systems will provide potable water service and wastewater conveyance to each property owner's property line. The property owners will be responsible for the installation of the water service line and wastewater delivery system from the connection point [to be located at the property lines] to their homes. The cost estimated for these improvements do not include connection fees, meter

fees, account deposits or service charges that must be paid prior to actually obtaining water service.

Section 3. POWERS AND DUTIES OF BOARD. The unit shall be governed by the Board of County Commissioners of Seminole County, Florida, which board shall have the following powers and duties:

(a) To provide for the collection and disbursal by the County of such funds as may be necessary to pay the expenses for improvements within the unit.

(b) To provide for or contract for the engineering design, construction, and maintenance of the improvements as set forth in Section 2.

(c) To levy special assessments upon property abutting, adjoining and contiguous to such improvement when such property is specially benefited by such improvement.

(d) To levy special assessments upon any property which is specially benefited and abuts, adjoins and is contiguous to such improvement, but which may have been omitted from the hereinafter described preliminary assessment listing, upon giving sufficient notice to the owners of such property and holding a public hearing to consider any comments, objections or other relevant information to arrive at such decision to levy such special assessments.

(e) Method of financing to be from a commercial source as required by the administrative procedures for Municipal Services Benefits Units.

Section 4. **INTEREST AND ADMINISTRATIVE COSTS.** All property owners desiring to pay in fifteen (15) annual installments will be assessed interest at a projected rate of 5.5%. An administrative cost of ten (10) percent of construction cost will be included total project cost calculation. Final interest rates are subject to financing arrangements available at time construction phase is completed.

Section 5. **ASSESSMENT FORMULA**. The assessment formula used to determine the amount to be assessed is the per parcel method.

Section 6. **PRELIMINARY LIST OF ASSESSMENTS**. The amounts set forth in Exhibit B are preliminary assessments on the property being improved and are based on estimated costs of improvements detailed in Section 2 above. Construction costs shall not exceed twenty percent [20%] of the projected construction cost (estimated at $61,000) without continued support from the property owners as demonstrated through a secondary petition process inclusive of participating property owners.

Section 7. **METHOD OF ASSESSMENT AND COLLECTION.** All special assessments which may result as herein provided for in Exhibit A shall be assessed and collected by the uniform method pursuant to Section 197.3632, Florida Statutes.

Section 8. **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 9. INCLUSION IN CODE. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and 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 8, 9 and 10 shall not be codified. Sections 1,2,3,4,5,6 and 7 of this Ordinance shall be codified until all levied special assessments are collected by Seminole County.

Section 10. EFFECTIVE DATE. This Ordinance shall take effect upon receipt of official acknowledgment by the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

ENACTED this 9th day of May 2006.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley

Carlton Henley, Chairman

Exhibit A

Exhibit A

Parcel/Owners/Property Address/Legal Description
as of
05/09/2006

Parcel	Owner	Property Address	Legal Description
17-21-29-515-0000-0010	GOSNEY SCOTT W & HOLLY H & PARTIN WILLIAM W SR & REGINA	1325 MC NEIL RD	LEG LOT 1 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0020	GOSNEY SCOTT W & HOLLY H &	VACANT	LEG LOT 2 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0030	GOEDE ARMAND & MAUREEN	421 BAKER AVE	LEG LOT 3 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0040	TOLLMAN PERRY E & PATRICIA S	441 BAKER AVE	LEG LOT 4 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0050	NOLDER CYNTHIA & JACK S	451 BAKER AVE	LEG LOT 5 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0060	NOLDER CYNTHIA	451 BAKER AVE	LEG LOT 6 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0070	POLESHUK NICHOLAS	460 BAKER AVE	LEG LOT 7 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0080	MEAD DENISE	450 BAKER AVE	LEG LOT 8 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0090	PARTIN WILLIAM W & REGINA	440 BAKER AVE	LEG LOT 10 + ½ of LOT 11 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0100	HICKS DANIEL S & DORI L	420 BAKER AVE	LEG LOT 1 TWIN PINES SUBD PB 11 PG 58
17-21-29-515-0000-0120	RICHARDS BILLY D & BARBARA J	1331 MC NEIL RD	LEG LOT 12 + ½ of LOT 11 TWIN PINES SUBD PB 11 PG 58

Exhibit B

Exhibit B

The proposed improvements and estimated cost include:

1. Installation of approximately 515 feet of 8" water main along Baker Avenue as a central water system for drinking and household purposes with optional use of the water supply for residential irrigation purposes with water service connection point at each owner's front property line
2. Installation of approximately 515 feet of sewer lateral gravity line along Baker Avenue for connection to central sewer system; approximately 515 feet with sewer service point at each owner's front property line
3. Installation of fire hydrant(s)
4. Site preparation & Restoration

The cost estimate for the proposed improvements does <u>not</u> include:

1. The installation of the water/sewer system from meter connection location to residential unit. Each homeowner will be independently responsible for these modifications.
2. Water/sewer connection impact fees, meter fees, account deposits or service charges required prior to obtaining water/sewer services. Each homeowner will be independently responsible for these expenses unless financing is requested and authorized.

Project cost projection for water and sewer line installation:

Estimated Construction, Engineering & Contingency	$ 60,000.00
Estimated Administrative Fee	$ 6,000.00
Estimated Total Cost for both water and sewer	$ 66,000.00

The estimated individual property cost share can be determined by dividing the total estimated project costs by the number of assessable lots or parcels [11].

Estimated cost per parcel for both water and sewer if paid at project completion	$ 6,000.00
Estimated annual assessment per parcel if financed (15 years @ 5.5%)	$ 610.00

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: MSBU Program: Dixon Road Paving and Drainage Satisfaction of Lien

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Paula Seigler **EXT:** 7164

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Satisfaction of Lien for the Dixon Road Paving and Drainage MSBU assessment for parcel 25-20-29-300-005A-0000; owner PILE JERE TRUSTEE.

District 5 Brenda Carey Kathy Moore

BACKGROUND:
The Dixon Road Paving and Drainage MSBU was established via Ordinance 98-42 on August 25, 1998. The Board approved final assessments for the Dixon Road Paving and Drainage MSBU on August 22, 2000.

The MSBU Program has prepared the Satisfaction of Lien document for the property listed below.

OWNER	LEGAL DESCRIPTION
PILE JERE TRUSTEE	SEC 25 TWP 20S RGE 29E THAT PART OF W ½ OF NW ¼ W OF RD 400 25-20-29-300-005A-0000

The Satisfaction of Lien for the property was prepared by the Department of Fiscal Services. Payoff of the lien was received and submitted to Finance. This is the final property contained in this MSBU. All other properties originally included in this MSBU were issued satisfaction of liens previously when early payoffs transpired.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Satisfaction of Lien for the Dixon Road Paving and Drainage MSBU assessment for parcel 25-20-29-300-005A-0000; owner PILE JERE TRUSTEE.

ATTACHMENTS:

1. Final SOL for Dixon Road Paving and Drainage MSBU

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

SATISFACTION OF LIEN
FOR DIXON ROAD PAVING AND DRAINAGE
MUNICIPAL SERVICE BENEFIT UNIT

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

WHEREAS, the Board of County Commissioners of Seminole County, Florida, established the Dixon Road Restoration Municipal Service Benefit Unit by Ordinance No. 98-42; and

WHEREAS, preliminary special assessments were assessed in Ordinance No. 98-42; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida, thereafter assessed final special assessments on the property within the Unit by Resolution No. 2000-R-185; and

WHEREAS, said special assessments on certain property described in the above Resolution have now been paid in full and a Satisfaction of Lien is desired,

NOW, THEREFORE, know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the road improvements specially benefiting the following described property in the Dixon Road Paving and Drainage Municipal Services Benefits Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book 3501, Pages 0900 through 0906 Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

OWNER	LEGAL DESCRIPTION
PILE JERE TRUSTEE	SEC 25 TWP 20S RGE 29E THAT PART OF W 1/2 OF NW 1/4 W OF RD 400 25-20-29-300-005A-0000

WITNESS my hand and seal this _____ day of _____, 2007.

Signed, sealed and delivered in the presence of:

_____

_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
Carlton D. Henley, Chairman

STATE OF FLORIDA)
) ss
COUNTY OF SEMINOLE)

THE foregoing Satisfaction of Lien was acknowledged before me this_____ day of _____, 2007, by Carlton D. Henley, Chairman, Seminole County Board of County Commissioners, who is personally known to me.

WITNESS my hand and seal the day and year last above written.

_____
Notary Public in and for the County
and State Aforementioned

My Commission Expires:

This instrument prepared by:
Paula Seigler
Department of Fiscal Services
1101 East First Street
Sanford, Florida 32771

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement for Right-of-Way and Median Landscape Maintenance with City of Oviedo

DEPARTMENT: Leisure Services **DIVISION:** Median Maintenance

AUTHORIZED BY: Don Fisher **CONTACT:** Joe Gasparini **EXT:** 2001

MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute the Interlocal Agreement with the City of Oviedo to provide roadway landscape median and right-of-way maintenance on those segments of County Road 419 and 426 within the City's corporate limits.

District 1 Bob Dallari Joe Gasparini

BACKGROUND:

The City of Oviedo desires to increase the level of service to the landscaped maintenance within the right-of-way and medians of County Roads 419 & 426 within their City's corporate limits. The LOS increases to include replacement of dying plant materials in these corridors with no additional cost to the County. The County will reimburse the City for the current County standard of 37 cycles of landscape right-of-way maintenance. The City Council of Oviedo approved an Interlocal Agreement for Right-of-way and Median Maintenance on County Roads 419 and 426 at their February 19, 2007 regular meeting. Either Party may terminate this Agreement upon written 90 day notice. Services payable to the City will be pro-rated based on termination date of Agreement.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Interlocal Agreement with the City of Oviedo to provide roadway landscape median and right-of-way maintenance on those segments of County Road 419 and 426 within the City's corporate limits.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
No additional reviews

INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND THE CITY OF OVIEDO
RELATING TO RIGHT-OF-WAY AND MEDIAN MAINTENANCE OF
COUNTY ROAD 419 AND COUNTY ROAD 426 WITHIN THE
CITY OF OVIEDO CORPORATE LIMITS

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 OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765 (hereinafter referred to as "CITY").

W I T N E S S E T H

WHEREAS, County Roads 419 and 426 are COUNTY roads partially located in the CITY limits which are of significant interest and concern to the citizens of CITY and COUNTY; and

WHEREAS, CITY desires to increase the level of service specific to the landscaped maintenance within the right-of-way and medians of County Roads 419 and 426 within CITY's corporate limits; and

WHEREAS, the increased level of service will continue to contribute to the general health, safety, and welfare of the residents of CITY and COUNTY; and

WHEREAS, CITY and COUNTY have worked together in a cooperative manner relating to County Roads 419 and 426 and desire to continue to mutually cooperate with each other in order to enhance the quality of life of the citizens of CITY and COUNTY.

NOW, THEREFORE, in consideration of the promises, covenants, and commitments contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the parties agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT. The purpose of this Agreement is to provide for landscape and maintenance on those segments of County Roads 419 and 426 within CITY's corporate limits.

SECTION 2. TERM. This Interlocal Agreement shall become effective upon execution by both Governing Bodies of COUNTY and CITY and shall remain in effect until terminated by either party in accordance with Section 5 below.

SECTION 3. CITY'S OBLIGATIONS. Throughout the term of this Agreement, CITY shall:

(a) Be solely responsible for providing all necessary functional and aesthetic maintenance of the landscape within the roadway segment specified above, including, but not limited to, watering, mowing, edging, string weed-eating, fertilizing, litter removal, aesthetic appearance, and replacement and sustainable care of plantings. CITY shall complete at least eight (8) maintenance cycles per year for the right-of-way areas on County Road 426 from Kimble Avenue to Van Arsdale Street and County Road 419 from State Road 434 to Lockwood Road (shoulders only). CITY shall complete at least thirty-three (33) cycles per year within the median (turf and beds) and right-of-way along County Road 419 between Lockwood Road and Snow

Hill Road and the first two (2) medians to the northwest of Lockwood on County Road 419.

(b) Submit yearly billings including appropriate supporting documentation, including but not limited to invoices and work orders showing the work performed during the fiscal year (based on a fiscal year beginning October 1st) in each of the following road sections:

(1) Along County Road 426 from Kimble Avenue to Van Arsdale Street; and

(2) Along County Road 419 from State Road 434 to Chuluota Bypass.

SECTION 4. COUNTY'S OBLIGATIONS. During the term of this Agreement, COUNTY shall, subsequent to the completion of landscape construction by CITY and each year thereafter, upon billing (including appropriate supporting documentation demonstrating compliance with the service levels specified in Section 3 above) pay CITY based upon the following annual amounts:

(a) **Rough-Cut Mowing and Ground Maintenance Contract No. RFP-6000006-06/GMG**

County Road 426:	
Small Cut Mowing from Kimble Avenue to Van Arsdale Street	$1,272.00
County Road 419:	
Small Cut Mowing from SR 434 to Lockwood Rd.	$ 1,757.84

(b) **Landscape Maintenance Contract No. RFP-6000094-06/GMG**

County Road 419:
Medians and right-of-way from Lockwood Road to Snow Hill Road; First two (2) medians to the northwest of Lockwood on County Road 419 $69,806.55

The foregoing amounts are based upon COUNTY's current Rough-Cut Mowing and Grounds Maintenance Contract and Landscape Maintenance Contract, as described in Section 4(a) and (b) above (the "Contracts"), which were competitively bid and awarded separately. During the term of the existing Contracts, the amount payable to CITY shall remain fixed. Thereafter, the amount payable to CITY shall automatically be adjusted to reflect the amount of the then current Contracts as bid and awarded by COUNTY. The intent of the parties is that COUNTY will pay CITY the same amount for the same level of service that COUNTY's then current competitively bid Contracts provides for. COUNTY shall provide CITY with written notice whenever there is a change in the pricing schedule and this Agreement shall be automatically amended accordingly.

SECTION 5. TERMINATION. Either party may terminate this Agreement, with or without cause, upon written notice provided at least ninety (90) days before the date of termination. In the event of termination, the amount payable to CITY for services provided since the last payment shall be pro-rated based upon the amount of time since the last payment.

SECTION 6. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 7. PUBLIC RECORDS. The parties shall allow public access to all documents, papers, letters, or other materials which have been made or received by the parties in conjunction with this Agreement in compliance with the Florida Public Records Law.

SECTION 8. RECORDS AND AUDITS. The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under this Agreement. Such records shall be available at reasonable times and places during the term of this Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to Chapter 119, Florida Statutes, and generally accepted accounting and auditing principles.

SECTION 9. NOTICES

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For COUNTY:
County Manager
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

With copies to:
Public Works Director
520 Lake Mary Blvd., Suite 200
Sanford, FL 32773

Library and Leisure Services Director
1101 E. First Street
Sanford, FL 32771

For CITY:
City Manager
400 Alexandria Blvd.
Oviedo, FL 32765

(b) Either of the parties may change the addresses or person for receipt of notices of receipt of invoices by written notice as provided herein. All notices shall be effective upon receipt.

SECTION 10. LIABILITY.

(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 its officers, employees, and agents.

(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.

SECTION 11. HEADINGS. All sections and description headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

SECTION 12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and may not be modified or amended except by written

instrument equal in dignity to this Agreement and executed by the parties to be bound by the amendment to the Agreement.

SECTION 13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

SECTION 14. CONFLICTS. All Agreements or parts of Agreements in conflict with any of the provisions of this Agreement are hereby repealed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written below.

ATTEST:

BARBARA BARBOUR, City Clerk

CITY OF OVIEDO

THOMAS G. WALTERS, Mayor

Date: 5-14-07

Approved as to form and legal sufficiency.

City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AEC:jjr
1/29/07; 2/5/07; 4/17/07
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Right of Way Utilization Permit Maintenance Bond for Rinehart Road Right of Way – Best Buy.

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Kelly Brock **EXT:** 7346

MOTION/RECOMMENDATION:
Authorize the release of the Rinehart Road Right-of-Way (ROW)-Best Buy Right of Way Utilization Permit Maintenance Bond #MB6164 in the amount of $5,154.00 for the Rinehart Road ROW- Best Buy road improvements.

District 5 Brenda Carey Kelly Brock

BACKGROUND:

Maintenance Bond #MB6164 for $5,154.00 (Contractors Bonding and Insurance Company) was required by Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Rinehart Road ROW – Best Buy Right of Way Utilization Permit. 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 Rinehart Road Right-of-Way (ROW)-Best Buy Right of Way Utilization Permit Maintenance Bond #MB6164 in the amount of $5,154.00 for the Rinehart Road ROW – Best Buy road improvements.

ATTACHMENTS:

1. Maintenance Bond
2. Power of Attorney

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND

(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS: **Bond No.: MB6164**

That we BBS Associates, LLC, whose address is 1401 Brickell Ave., Ste. 520, Miami, FL 33131, hereinafter referred to as "PRINCIPAL" and Contractors Bonding and Insurance Company, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of Five Thousand One Hundred Fifty Four and no/100 Dollars ($5,154.00) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as Best Buy on Rinehart Road, recorded in Plat Book 66, Page(s) 49 & 50, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated 10/21, 2004, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from 4/4, 2005;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from 4/4, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

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

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

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 11TH day of February, 2005.

Name and Address: BBS Associates, LLC (Seal)

PRINCIPAL

By: _____ Its: SOLE MEMBER

Steven T. Siegel Sole Member

Name and Address: Contractors Bonding and Insurance Company (Seal)

9800 NW 41st St.
Suite 300
Miami, FL 33178

SURETY

By: _____ Its: _____

Dale A. Belis, Its Attorney-in-Fact

Attest: As Per Attached Power of Attorney

(App E, LDC, through Supp 16).

BONDS **cbic** INSURANCE

LIMITED POWER OF ATTORNEY

Not Valid for Bonds
Executed On or After: MARCH 31ST, 2005

Power of Attorney
Number 919412

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather that printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: DALE ALLISON BELIS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of $10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of $10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.----------

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, futhermore, that the resolutions of the Board of Directors set forth on the reverse are now if full force and effect.

Bond Number MB6164

Signed and sealed this 11th day of February, 2005.

Not Valid Unless Bear SEAL Affixed

Robert K. Eland, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

PoaLPOA.06-US010703

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Certificates of Public Convenience and Necessity (COPCN) for Orlando Regional Healthcare System, Florida Hospital, Rural Metro Ambulance and Central Florida Ambulance d/b/a American Ambulance and Non-Exclusive Ambulance Franchise Agreements for Rural Metro and Central Florida Ambulance d/b/a American Ambulance

DEPARTMENT: Public Safety **DIVISION:** Administration - Public Safety

AUTHORIZED BY: Tad Stone **CONTACT:** Angel Nater **EXT:** 5127

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Certificates of Public Convenience and Necessity (COPCN) for Orlando Regional Healthcare System, Florida Hospital, Rural Metro Ambulance, and Central Florida Ambulance, d/b/a American Ambulance, to become effective July 1, 2007 through June 30, 2008; and approve and authorize the Chairman to execute the Non-Exclusive Ambulance Franchise Agreements with Rural Metro Ambulance and Central Florida Ambulance, d/b/a American Ambulance, to become effective July 1, 2007.

County-wide Angel Nater

BACKGROUND:

To comply with Chapter 401 of Florida Statutes, entities desiring to provide ambulance transport services within county geographical boundaries must receive a Certificate of Public Convenience and Necessity (COPCN) from that county. The current COPCNs expire June 30, 2007. The four entities requesting COPCN renewals are: Orlando Regional Healthcare System, Florida Hospital; Rural Metro Ambulance and Central Florida Ambulance d/b/a American Ambulance. Date of issuance will be July 1, 2007 through June 30, 2008.

Per Chapter 17 of the Seminole County Code, ambulance providers wishing to operate within Seminole County must be issued a non-exclusive ambulance franchise agreement. The current three year agreements for Rural Metro Ambulance and Central Florida Ambulance, d/b/a American Ambulance, expire June 30, 2007. The non-exclusive ambulance franchise agreement language has been updated and all parties have agreed to the revisions. The Non-Exclusive Ambulance Franchise Agreements will become effective July 1, 2007 for a period of three years and may be renewed for two (2) additional one (1) year terms.

Revisions to the ambulance franchise were necessary to update outdated language in association with changes to Florida Administrative Code 64E and practices no longer in effect in Seminole County.

The following sections were revised with input from American Ambulance and Rural Metro:

Section 5 - Insurance:

Language changed to indicate specific levels of coverage and minimum requirements as stipulated by the County.

Section 8 - Inspection:
Changed to reflect current Florida Statute and Florida Administrative Code.

Section 11 - Provision of Vehicles:
Changed to reflect current requirements of Florida Statute and Florida Administrative Code.

Section 12 - Ambulance Personnel Required:
Changed to meet Florida Statute and Florida Administrative Code. Identifies additional training by state and federal mandated programs.

Section 13 - Communications:
Clean up language and identifies current operating procedures.

Section 15 - Medical Control:
Removed redundant language and recognizes the authority of the Seminole County Medical Director.

Section 18 Fiscal Management:
Requires providers to publish rates during renewal process.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Certificates of Public Convenience and Necessity (COPCN) for Orlando Regional Healthcare System, Florida Hospital, Rural Metro Ambulance, and Central Florida Ambulance, d/b/a American Ambulance, to become effective July 1, 2007 through June 30, 2008; and approve and authorize the Chairman to execute the Non-Exclusive Ambulance Franchise Agreements with Rural Metro Ambulance and Central Florida Ambulance, d/b/a American Ambulance, to become effective July 1, 2007.

ATTACHMENTS:

1. Certificates of Public Convenience & Necessity (4)
2. Ambulance Franchise Agreement - Rural Metro - Current
3. Ambulance Franchise Agreement - Rural Metro
4. Ambulance Franchise Agreement - American Ambulance - Current
5. Ambulance Franchise Ageement - American Ambulance

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, RURAL/METRO CORPORATION OF FLORIDA d/b/a RURAL METRO AMBULANCE desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above-named ambulance service has indicated that it will comply with all requirements of *Chapter 401, Florida Statutes*, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity to this ambulance company from July 1, 2007 through June 30, 2008.

IN ISSUING THIS CERTIFICATE, it is understood that the above-named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: non-emergency transportation within the geographical boundaries of Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman
Date:_____

AEC:jjr
05/03/2007
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, CENTRAL FLORIDA AMBULANCE, INC. d/b/a AMERICAN AMBULANCE OF CENTRAL FLORIDA desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above-named ambulance service has indicated that it will comply with all requirements of *Chapter 401, Florida Statutes*, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity to this ambulance company from July 1, 2007 through June 30, 2008.

IN ISSUING THIS CERTIFICATE, it is understood that the above-named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: non-emergency transportation within the geographical boundaries of Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

AEC:jjr
05/03/2007
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, FLORIDA HOSPITAL desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above-named ambulance service has indicated that it will comply with all requirements of *Chapter 401, Florida Statutes*, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity to this ambulance company from July 1, 2007 through June 30, 2008.

IN ISSUING THIS CERTIFICATE, it is understood that the above-named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: interfacility transports between facilities owned and operated by Florida Hospital.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

AEC:jjr
05/03/2007
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CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, ORLANDO REGIONAL HEALTHCARE SYSTEM desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, there has been demonstrated that there is a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, the above-named ambulance service has indicated that it will comply with all requirements of *Chapter 401, Florida Statutes*, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity to this ambulance company from July 1, 2007 through June 30, 2008.

IN ISSUING THIS CERTIFICATE, it is understood that the above-named ambulance service will meet the requirements of State law, County ordinances, and all other legal requirements and provide emergency services on a twenty-four (24) hour basis for the following areas: Air-Medical, Pediatric, and Neonatal Intensive Care transportation within the geographical boundaries of Seminole County.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

AEC:jjr
05/03/2007
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NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of Nov, 2002, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **RURAL/METRO CORPORATION, d/b/a RURAL METRO AMBULANCE SERVICE,** whose address is 4728 Old Winter Garden Road, Orlando, Florida 32811, hereinafter referred to as "PROVIDER".

W I T N E S S E T H

WHEREAS, *Sections 402.21-401.481, Florida Statutes,* the "Florida Emergency and Non-emergency Medical Services Act," or its successor provision, declares non-emergency medical transportation service to be essential to the health and well-being of all citizens of the State; and

WHEREAS, Chapter 17, Seminole County Code, which implements the Florida Emergency and Non-emergency Medical Services Act, provides that the Board of County Commissioners may grant non-exclusive ambulance franchises for all the geographical territory of Seminole County, Florida; and

WHEREAS, the Board of County Commissioners has determined that there is a present need for all of the citizens of Seminole County, Florida, to have safe, efficient and economical emergency medical services; and

WHEREAS, The Board of County Commissioners has determined that the present need for a safe, efficient and economical emergency medical service system would be best provided for and best met by the grant of a non-exclusive ambulance service franchise; and

WHEREAS, COUNTY, after due consideration, has determined that it is in the interest of the public health, welfare and safety that a non-

exclusive ambulance franchise should be granted pursuant to Chapter 17, Seminole County Code; and

WHEREAS, Chapter 17, Seminole County Code, provides that the Board of County Commissioners of Seminole County may contract with franchised operators for transportation to be rendered upon call of a county of municipality for transportation of bona fide persons, indigents, or persons certified by the County Welfare Authority to be eligible for public assistance; and

WHEREAS, Chapter 17, Seminole County Code, places other restrictions upon franchise holders; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida, has, by means of adopting a proper resolution, adopted certain rules and regulations applicable to emergency medical services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties do hereby agree as follows:

SECTION 1. GRANT OF FRANCHISE. The Board of County Commissioners, by this Agreement and pursuant to Chapter 17, Seminole County Code, does hereby grant to PROVIDER, a non-exclusive ambulance service franchise for all the geographical territory of Seminole County, Florida, it being understood that this action does not grant a franchise for any incorporated areas of the County which have, or may hereafter, grant a valid ambulance franchise.

Ambulance or emergency medical service includes non-emergency transport using Advanced Life Support (ALS) and Basic Life Support (BLS) licensed vehicles as defined in *Chapter 401, Florida Statutes*. PROVIDER is hereby granted a non-exclusive Advanced Life Support/Basic Life Support certificate of Public Convenience and Necessity which shall run concurrent with the term of this Agreement.

This franchise does not apply to non-emergency medical transportation services or air ambulance services as defined in *Section 401.23(5), Florida Statutes,* or its successor provision, which are separately franchised by the COUNTY and licensed by the State.

SECTION 2. TERM OF NON-EXCLUSIVE FRANCHISE. PROVIDER shall furnish non-emergency ambulance service to the residents of Seminole County, Florida, in accordance with the terms of this Agreement, all provisions of Chapter 17, Seminole County Code, and the rules and regulations appertaining hereto.

(a) The term of the Franchise shall be for a three (3) year period commencing on the effective date of this Agreement. At the option of COUNTY, with the consent of PROVIDER, this Agreement may be renewed for two (2) successive periods of one (1) year each. If COUNTY elects to renew the Agreement, COUNTY shall, not later than sixty (60) days prior to expiration of the current Agreement, notify PROVIDER of its intention to renew.

(b) COUNTY shall be entitled to issue such additional Certificate of Public Convenience and Necessity and franchises that are, in its sole and absolute judgment, deemed necessary to provide non-emergency ambulance service.

SECTION 3. SCOPE OF SERVICE. The PROVIDER, under the terms and conditions of this Franchise Agreement, shall provide non-emergency transportation to patients in the following categories:

(a) Patient's home to a care facility or nursing home;

(b) Patient's home to a hospital outside Seminole and Orange Counties;

(c) Convalescent facility to another convalescent facility;

(d) Convalescent facility to a hospital;

(e) Physician's office to a convalescent facility;

(f) Physician's office to a hospital outside of Seminole and Orange Counties; and

(g) Convalescent facility to a patient's residence.

SECTION 4. COMPLIANCE WITH ORDINANCE. PROVIDER shall utilize ambulances according to Chapter 17, Seminole County Code, and the rules and regulations from time to time adopted by the COUNTY or promulgated by the Florida State Board of Health, or its successor organization, as well as other duly authorized regulatory bodies.

SECTION 5. PERFORMANCE BOND OR LETTER OF CREDIT. PROVIDER shall furnish the Board of County Commissioners, Seminole County, with a performance bond executed by a surety company duly authorized and licensed to do business in the State of Florida in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00), valid for the term of this Agreement to fully secure the full performance of this Agreement in the event of a failure of performance by the PROVIDER. The bond form shall be furnished by Seminole County Department of Purchasing and no other shall be used. Said bond is incorporated into this document by reference. COUNTY may require a letter of credit or other instrument in lieu of a performance bond which shall be issued on a form acceptable to the COUNTY and by a financial institution acceptable to the COUNTY.

SECTION 6. INSURANCE. PROVIDER shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the COUNTY, nor shall PROVIDER allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained by the subcontractor and approved by the COUNTY. All insurance policies shall be with insurers licensed, qualified and doing business in Florida.

(a) **Loss Deductible Clause.** The COUNTY shall be exempt from and shall in no way be liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of PROVIDER, its subcontractor or PROVIDER and subcontractor, jointly, providing such insurance.

(b) **Worker's Compensation.** PROVIDER shall obtain and maintain, during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the provision of the ambulance services in Seminole County and in case any portion of this service is sublet or subordinated, PROVIDER shall require the subcontractor to provide equal Worker's Compensation Insurance for all of its employees, unless such employees are covered by the protection afforded by PROVIDER. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees are engaged in hazardous work under the Worker's Compensation Statute, PROVIDER shall provide and cause each subcontractor to provide adequate insurance satisfactory to the COUNTY for the protection of its employees.

(c) **Malpractice.** PROVIDER shall obtain and maintain, during the life of this Agreement, medical malpractice liability insurance, which insurance will cover each and every employee who may be responsible for providing medical care during the course of employment with PROVIDER. In the event that any of this Agreement is sublet or subcontracted, PROVIDER shall require the subcontractor to provide equal insurance for all its employees who may be providing medical care, unless such employees are covered by the protection afforded by PROVIDER. The minimum limits for this insurance shall be ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) per person, per claim.

(d) **Public Liability and Property Damage Insurance.** PROVIDER shall obtain and maintain, during the life of this Agreement,

comprehensive general liability and comprehensive automobile liability insurance, which shall fully protect PROVIDER from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement, whether such operations be by PROVIDER or by any person or entity directly or indirectly employed by PROVIDER, and the amounts of such insurance shall be minimum limits, as follows:

(1)	Bodily Injury Liability	$1,000,000.00 Each Accident or Occurrence
(2)	Automotive Property Damage - Liability	$1,000,000.00 Each Accident or Occurrence
(3)	Property Damage - Liability	$ 500,000.00
	(Other Than Automobile)	$2,500,000.00 Aggregate Operations
		$2,500,000.00 Aggregate Contractual

Insurance clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.

(e) **Subcontractor's Public Liability and Property Damage Insurance.** PROVIDER shall require each of its subcontractors to obtain and maintain, during the life of any subcontract, insurance of the type specified above or insure the activities of its subcontractor in its policy, as specified above.

(f) **Owner's Protective Liability Insurance.** PROVIDER shall obtain and maintain an owner's protective liability insurance policy with the following minimum limits:

(1)	Bodily Injury	$1,000,000.00 Each Accident or Occurrence

(2)	Property Damage Liability	$1,000,000.00 Each Accident or Occurrence

(g) **Contractual Liability.** PROVIDER'S insurance shall also include contractual liability coverage approved by COUNTY.

(h) **Fire and Extended Coverage Insurance.** PROVIDER shall obtain and maintain, during the life of this Agreement, a policy with fire and extended coverage and vandalism and malicious mischief coverage, completed value form equal to one hundred percent (100%) of COUNTY owned equipment utilized by PROVIDER.

(i) All insurance coverages shall name the COUNTY as the insured party, as an additional insured or as the beneficiary of the policy as required by the COUNTY.

SECTION 7. CERTIFICATES OF INSURANCE. Certificate of Insurance Forms shall be furnished by PROVIDER to the COUNTY upon execution of this Agreement. These shall be completed and signed by the authorized resident agent and returned to the Director of Purchasing. These Certificates shall be dated and shall show:

(a) The name of the insured, the name of the insurer, the number of the policy, its effective date of its termination date.

(b) Said Certificates shall provide that COUNTY shall receive, in writing, notification of any cancellation or termination of any insurance required by this Agreement. Notification shall be provided, in writing, at least thirty (30) days in advance of any cancellation or termination.

SECTION 8. HOLD HARMLESS AGREEMENT. In addition to the requirements to obtain and maintain various insurance policies in which the COUNTY is the insured party, an additional named insured or the beneficiary of the policy, PROVIDER shall hold COUNTY, its officers, agents, and employees harmless from any and all claims, losses, damages

or suits for damages made against the COUNTY, its officers, agents and employees arising from or related to the provision of services by the PROVIDER, or any subcontractor, or any of their officers, employees, or agents, and any and all claims which result from any condition created or maintained by PROVIDER or subcontractor or any of their officers, employees, or agents, which condition was not specifically required to be created or maintained by the Agreement. The agreement to hold the COUNTY, its officers, employees, and agents harmless shall not be limited to the limits of the liability insurance required hereunder. Nothing contained herein shall be construed to increase the liability of the insurance carrier beyond the limits of their policies with the PROVIDER.

This clause does not include claims or actions based on the act of awarding the franchise to PROVIDER or PROVIDER'S execution of this Agreement. Further, the COUNTY shall not hold the PROVIDER responsible for the negligence of the COUNTY related to the provision and maintenance of COUNTY equipment. The PROVIDER shall be responsible for its acts related to use of COUNTY equipment and any failure to notify the COUNTY of necessary maintenance or equipment failures.

Section 9. Inspections. Each ambulance, piece of equipment, training records, premises, and dispatch center (if applicable) shall be available for inspection and may be inspected by the Seminole County Director of Public Safety, or his designee(s). The Department of Public Safety shall be made aware of and maintain the right to inspect, during normal working hours, PROVIDER'S operational procedures, as they apply to Seminole County's operations, whenever such inspection is deemed necessary by the COUNTY.

PROVIDER shall submit to periodic ambulance inspections, as required by Chapter 64E, Florida Administrative Code, or its successor

provision. Furthermore, PROVIDER shall, without prior notification, submit to ambulance inspections at their regularly stationed locations by the County Medical Director, the Director of Public Safety, or his designee(s), at any time during normal working hours in regard to the fulfillment of PROVIDER'S contractual obligations hereunder and PROVIDER'S compliance with law.

SECTION 10. LOCATIONS AND RESPONSE TIMES. The level of service to be maintained by PROVIDER under the terms of this Agreement shall be for the PROVIDER to cause an ambulance to be dispatched to every non-emergency transport within thirty (30) minutes of the time the request for service is received from the Seminole County Emergency Operations Center. If the PROVIDER fails to achieve the thirty (30) minutes dispatch criteria, as determined by the COUNTY, the PROVIDER shall work closely with the County Public Safety Department to determine the cause of failure and make adjustments as needed. Repeated, unacceptable failure to timely respond shall be grounds for termination of this Agreement by the COUNTY.

SECTION 11. RESPONSE TO GOVERNMENTAL AGENCIES. It is understood and agreed, specifically, but not by way of limitation, that PROVIDER shall respond to all requests for non-emergency ambulance service received from the COUNTY. PROVIDER'S obligation to respond to requests for routine non-emergency transport from other government agencies is subject to the availability of an ambulance. The PROVIDER shall not respond to any request for non-emergency transport without being dispatched by the COUNTY.

SECTION 12. SERVICE TO INDIGENTS. PROVIDER does hereby agree to furnish emergency ambulance service to the nearest facility for all indigents duly certified by the proper government officials. This ambulance service for said indigents shall be provided without any

additional charge to COUNTY or any officer thereof.

SECTION 13. ADDITIONAL SERVICES. PROVIDER agrees to cooperate and use its best efforts to assist the Seminole County Emergency Medical Service System by providing Advanced Life Support (ALS) transport or other service during disaster situations or when otherwise requested by COUNTY.

SECTION 14. PROVISION OF VEHICLES.

(a) Each ambulance shall be suitable for transportation of patients in terms of health standards, sanitation standards, and safety standards required by the COUNTY and shall conform in all respects to the most recent design criteria as established by the United States Department of Transportation at the time of purchase and Florida State Law and all other criteria deemed applicable by the COUNTY. Furthermore, PROVIDER shall maintain such safety and emergency vehicle equipment so as to conform with all existing Federal and State standards.

(b) Each ambulance shall contain emergency medical equipment as prescribed by law or as otherwise required by COUNTY. Minimum equipment carried on each ambulance shall conform to the most recent recommendation for Essential Equipment for Ambulances, as established by the America College of Surgeons and the regulation of the Emergency Medical Section of the State of Florida, Department of Health and Rehabilitative Services. In addition, PROVIDER shall have adequate replacement supplies and equipment readily available and easily accessible at all times. PROVIDER shall, at its sole expense, replace all disposable and other medical supplies furnished by fire-rescue personnel.

(c) PROVIDER shall adopt and use the standard colors, emblems, and markings, as required by existing Federal and State standards. Each

ambulance shall be clearly identified as being used or Advanced Life Support (ALS). PROVIDER'S name, as well as ambulance unit number, shall appear prominently on each vehicle.

(d) The COUNTY shall have the right at any time to order PROVIDER to repair or replace any equipment if, in the reasonable exercise of its judgment, such action is necessary to maintain or restore compliance with this Agreement. Upon receipt of such order, PROVIDER shall, if it believes that the order is beyond the scope of COUNTY's authority under this clause, file an objection with the Director of the Department of Public Safety, or his designee, within ten (10) days. After review and discussion with PROVIDER, the Director of the Department of Public Safety, or his designee, shall issue its final decision. If, upon receipt of such written order or, if an objection has been made to the decision, PROVIDER fails to comply within sixty (60) days, the COUNTY shall have the right to terminate the franchise.

(e) PROVIDER shall hold a valid and current State Certification as an Advanced Life Support provider as specified by Chapter 64E, Florida Administrative Code, or its successor provision, and all PROVIDER ambulances operating as ALS units in Seminole County shall be equipped to meet minimum standards as established by the regulations specified in that Code. In addition, ALS units shall carry any other drugs, supplies, or equipment, as determined by the County Medical Director to provide an acceptable level of pre-hospital emergency care to the citizens of Seminole County.

SECTION 15. AMBULANCE PERSONNEL REQUIRED.

(a) In the conduct of services under this Agreement, PROVIDER shall provide a driver and attendant on every vehicle at all times while in service. Drivers and attendants shall be, as a minimum, qualified Emergency Medical Technicians holding all required permits, and

registrations, including a current Florida State Emergency Medical Technician Certificate.

(b) All Advanced Life Support equipped vehicles must be staffed by at least one (1) attendant who must be a State Certified Paramedic. The second attendant on an Advanced Life Support ambulance must have documented evidence of State Certification as an Emergency Medical Technician. The Paramedic will ride in the patient compartment with the patient on all transports that have the potential to require advanced life support.

(c) PROVIDER shall submit to the COUNTY a current roster of all EMT's and Paramedics that may be assigned to transport a patient in Seminole County.

(d) PROVIDER shall employ the services of a Medical Director in accordance with *Chapter 401, Florida Statutes*.

(e) PROVIDER shall assure that vehicles transporting patients in Seminole County:

(1) Have direct communications with all local hospital emergency departments; and

(2) In the event a patient's condition requires immediate life support and/or immediate medical stabilization, the patient must be transported to the nearest appropriate hospital.

(f) PROVIDER shall submit to the custody of the County Public Safety Director, prior to commencing service, a roster of EMT's and Paramedics performing as attendants including individuals' level of training, skill certifications and field experience. Such roster shall be kept complete and up-to-date at all times.

(g) Policies and procedures of PROVIDER concerning qualifications of attendant position applications, on-the-job training, in-service advanced training and certification shall be submitted to the Director

of Public Safety upon execution of this Agreement.

SECTION 16. COMMUNICATION.

(a) Each ambulance shall maintain the capability to contact all hospital emergency departments directly, via radio or other means, during the transport of any patient covered under this franchise.

(b) The COUNTY shall maintain a dispatch function for all non-emergency transports, with the exception of transports emanating to or from a hospital that utilizes an ambulance service owned or contracted by the affected hospital, however, the PROVIDER may establish and maintain its own dispatch system, provided that the below listed data sets be provided to the Seminole County Department of Public Safety on or before the 15th of each month.

1. Number of non-emergency calls performed

   A. Number of pre-arranged non-emergency transports

      1. Scheduled - notice of need greater then 24 hours

      2. Unscheduled - notice of need these than 24 hours

2. Number of non-emergency calls recevied that were turned over to another non-emergency franchisee or Seminole County EMS System Agency.

   A. Totaled by franchisee/agency

   B. Reasons why turnovers occurred

3. Number of non-emergency calls received that end up emergency calls turned over to Seminole County EMS System

4. Breakdown of call locations

5. Response time (time received to patient contact) per call

   A. Scheduled - notice of need greater then 24 hours

   B. Unscheduled - notice of need these than 24 hours

6. Average response time (time received to patient contract per month (scheduled and unscheduled)

A. Scheduled - notice of need greater then 24 hours

B. Unscheduled - notice of need these than 24 hours

(c) PROVIDER shall maintain the capability to receive direct calls from the Emergency Operation Center at all times. If PROVIDER desires to maintain a direct line such as a hot-line with the Emergency Operations Center, all equipment costs will be borne by PROVIDER.

(d) PROVIDER shall have the equipment and communications capability necessary to comply with all applicable Federal, State and local laws, rules and regulations.

SECTION 17. RECORDS AND REPORTING SYSTEMS.

(a) Patient Care Data Reports shall be provided by PROVIDER to the County Department of Public Safety upon request as part of the Quality Assurance Program established by the Department of Public Safety, in accordance with *Chapter 401, Florida Statutes,* and Chapter 10D-66, of the Florida Administrative Code.

(b) Transport Response Data Reports shall be provided in a like manner, as provided in Paragraph 17(A) above for patient care profiles. Call response profiles shall, at a minimum, number of transports per month, destination of transports, response times, and other information that may be required by the COUNTY.

(c) PROVIDER shall provide run reports of all patients transported by the PROVIDER to the COUNTY on a monthly basis. The reports shall contain information required to comply with the Florida EMS Run Reporting System, or as otherwise requested by the COUNTY.

SECTION 18. MEDICAL CONTROL.

(a) Under the terms of this Agreement, PROVIDER shall observe and comply with the most recent statutes and rules and regulations of the State of Florida and Seminole County respecting approved Emergency Medical Technician/Paramedic standing orders, protocols, drug lists and all other authorized medical procedures in the supervision of its employees.

(b) All emergency medical practical training and emergency educational programming conducted by PROVIDER shall, under the terms of this Agreement, be subject to review and approval or either the Seminole County Medical Director or a Medical Director selected by the PROVIDER in order to ensure the standardization of the level of education and skills of all practicing EMTs and Paramedics in the employ of PROVIDER operating within the COUNTY, as required in Chapter 401, Florida Statutes or its successor provision.

(c) PROVIDER shall provide medical care during transport in accordance with Seminole County EMS Practice Parameters, as approved by the County Medical Director. The County Medical Director and the Public Safety Director, or his designee, will review the PROVIDER drug control program and present recommendations for improving any and all aspects of company policies in this area.

(d) PROVIDER shall contract with the Seminole County Medical Director or a Medical Director selected by PROVIDER to provide supervision of medical performance or employees, as required by Chapter 401, Florida Statutes, or its successor provision. PROVIDER shall recognize the Medical Director's authority to refuse to allow a Paramedic or Emergency Medical Technician to practice under his medical direction, utilizing guidelines in the Seminole County Medical

Director's Paramedic/Emergency Medical Technician Review Procedure. PROVIDER shall recognize the authority of the Seminole County Medical Director and his ability to conduct periodic review and inspections of patient care performance.

SECTION 19. AUTHORIZED MANAGING AGENT. Throughout the term of this Agreement, PROVIDER shall establish and provide an authorized managing agent, designated in writing, to the COUNTY and shall be the agent upon whom all notices shall be served from the COUNTY. Service upon the PROVIDER'S agent by a COUNTY authorized representative, to be designated by the Director of Public Safety, shall always constitute service upon PROVIDER.

SECTION 20. CUSTOMER COMPLAINTS AND NOTIFICATION. All written complaints pertaining to service rendered pursuant to this agreement shall initially be directed to PROVIDER and shall be answered within five (5) working days. PROVIDER shall supply the COUNTY with copies of all complaints on a form approved by the COUNTY indicating the disposition of each complaint. The form shall indicate the day and hour on which it was received and resolved. COUNTY shall notify PROVIDER of each complaint reported to the COUNTY. It shall be the duty of PROVIDER to take all steps necessary to remedy the cause of the cause of the complaint and notify the COUNTY with a full explanation of the disposition.

SECTION 21. FISCAL MANAGEMENT AND PAYMENT.

(a) In providing ambulance services, PROVIDER shall bill persons using any such services. The amount billed persons for such services shall not exceed the maximum fee amount for such services as set by the Board of County Commissioners from time to time.

(b) **Books and Records.** PROVIDER agrees to keep and preserve complete financial books and records in accordance with generally accepted accounting procedures and principles. The said books and records shall be subject to inspection, review and audit by the Board of County Commissioners of Seminole County or its authorized representative. Said books and records shall be maintained so as to provide a separate accounting of the activities of PROVIDER in and for Seminole County.

SECTION 22. INTERAGENCY COOPERATION.

(a) In the execution of obligations and responsibilities inherent under this Agreement, PROVIDER will cooperate with the County Medical Director and the Director of Public Safety, or their designees.

(b) Cooperation will include, but not be limited to, a commitment to work continuously with the above named agencies and individuals to develop mutually acceptable performance standards, data collection and reporting systems and enable performance evaluation and to explore alternative approaches for effective resource management, communications and transportation.

(c) It is the intention of the parties to this agreement that the obligation of PROVIDER to cooperate as herein provided be construed as a good faith reasonable effort on the part of PROVIDER which does not involve a substantial increase in cost or expense.

SECTION 23. OPERATIONS. The issuance of this Agreement to PROVIDER is based upon the continued certification and permitting of PROVIDER by the Department of Health and Rehabilitative Services, State of Florida. This certificate verifies the qualifications and fitness or PROVIDER as a provider of ambulance services meeting all State and Federal emergency Medical Service Standards and Specifications.

SECTION 24. CERTIFICATE OF CONVENIENCE AND NECESSITY. The granting of a Certificate of convenience and Necessity by the COUNTY shall be considered as a part of the consideration of the franchise and upon termination of such franchise, whether for cause or non-renewal, the Certificate of Convenience and Necessity shall terminate and the license, for the issuance of which the Certificate of Convenience and Necessity is a legal prerequisite, issued by the State surrender to the State, as it relates to Seminole County.

SECTION 25. TERMINATION.

(a) **Bankruptcy.** PROVIDER shall be deemed to be in default under this Agreement, and all rights granted to PROVIDER shall terminate without any need for notice to PROVIDER, and this Agreement shall be terminated if any one (1) of the following conditions occur:

(1) PROVIDER becomes insolvent or makes an assignment for the benefit of creditors;

(2) A petition in bankruptcy is filed by PROVIDER, or such a petition is filed against and consented to by PROVIDER and is not dismissed within ninety (90) days;

(3) PROVIDER is adjudicated as bankrupt;

(4) A bill in equity or other proceeding for the appointment of a received of PROVIDER or other custodian for PROVIDER'S business or assets is filed and consented to by PROVIDER and is not dismissed within ninety (90) days, or a receiver or other custodian of the business or assets of PROVIDER is appointed.

(5) Proceedings for composition with creditors under any State or Federal law are instituted by or against PROVIDER.

(6) The real or personal property of PROVIDER shall be sold after levy thereupon by any sheriff or Marshall.

(b) **Failure to Comply with Agreement.** Except as provided in the preceding subsection, if PROVIDER defaults under the terms of this agreement, and such fault is not cured within ten (10) days after receipt of written notice to cure from COUNTY, then, in addition to all other remedies at law or in equity, COUNTY may terminate this Agreement. Termination under such circumstances shall become effective thirty (30) days from the date of receipt of PROVIDER of a written notice of termination.

(c) This Agreement may be terminated by the COUNTY, or PROVIDER, at any time for convenience upon ninety (90) days' written notice to the other party of such termination.

SECTION 26. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement and understanding between the parties hereto, and it shall not be considered modified altered, or amended in any respect unless in writing and signed by both parties hereto in an agreement of equal dignity herewith.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:
Director of Public Safety
150 Bush Boulevard
Sanford, Florida 32773

For PROVIDER:
Rural/Metro Corporation of Florida d/b/a Rural Metro Ambulance
4728 Old Winter Garden Road
Orlando, Florida 32811

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 28. RESPONSIBILITIES OF PARTIES. The parties to this Agreement acknowledge that PROVIDER'S non-exclusive franchise is a valuable property interest and each party acknowledges its separate responsibility to take such reasonable measures, as may be required to protect that interest; provided, however, that nothing in this section shall be construed, in any way, to reduce PROVIDER'S obligations, duties and responsibilities under the terms of this Agreement or as provided by law, rule or regulation.

SECTION 29. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of PROVIDER to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the PROVIDER an employee of the COUNTY, and the PROVIDER shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

SECTION 30. EMPLOYEE STATUS. Persons employed by the PROVIDER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 31. CONFLICT OF INTEREST.

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

(b) PROVIDER hereby certifies that no officer, agent, or employee of the COUNTY has any material interest (as defined in *Section 112.312,*

Florida Statutes) either directly or indirectly, in the business of PROVIDER 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*, PROVIDER hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 20_____.

ATTEST:

General Manager

~~STEVEN M. LEE, Secretary~~

RURAL/METRO CORPORATION
OF FLORIDA
d/b/a RURAL METRO AMBULANCE

By: _____
RUSSELL MAXWELL, Regional President

(CORPORATE SEAL)

Michele Detres
My Commission DD012782
Expires March 27 2005

Date: 10/8/02

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

Date: 11-14-02

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
10/1/02
rural metro ambulance

As authorized for execution by
the Board of County Commissioners
at their 22 Oct., 2002
regular meeting.

NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT

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 County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **RURAL METRO AMBULANCE**, whose address is 4728 Old Winter Garden Road, Orlando, Florida 32811, hereinafter referred to as "PROVIDER".

W I T N E S S E T H

WHEREAS, Chapter 17, Seminole County Code, provides that the Board of County Commissioners may grant non-exclusive ambulance franchises for all of the geographical territory of Seminole County, Florida; and

WHEREAS, the Board of County Commissioners has determined that there is a present need for all of the citizens of Seminole County, Florida to have safe, efficient, and economical non-emergency medical services; and

WHEREAS, The Board of County Commissioners has determined that the present need for a safe, efficient, and economical non-emergency medical service system would be best provided for and best met by the grant of a non-exclusive ambulance service franchise; and

WHEREAS, COUNTY, after due consideration, has determined that it is in the interest of the public health, welfare, and safety that a non-exclusive ambulance franchise should be granted pursuant to Chapter 17, Seminole County Code; and

WHEREAS, Chapter 17, Seminole County Code, provides that the Board of County Commissioners of Seminole County may contract with franchised

operators for transportation to be rendered upon call of a county or municipality for transportation of bona fide persons, indigents, or persons certified by COUNTY Welfare Authority to be eligible for public assistance; and

WHEREAS, Chapter 17, Seminole County Code, places other restrictions upon franchise holders; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida, has, by means of adopting a proper resolution, adopted certain rules and regulations applicable to non-emergency medical services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties do hereby agree as follows:

SECTION 1. GRANT OF FRANCHISE. The Board of County Commissioners, by this Agreement and pursuant to Chapter 17, Seminole County Code, hereby grants to PROVIDER, a non-exclusive ambulance service franchise for all the geographical territory of Seminole County, Florida, it being understood that this action does not grant a franchise for any incorporated areas of County which have been, or may hereafter be, granted a valid ambulance franchise.

Ambulance or emergency medical service includes non-emergency transport using Advanced Life Support (ALS) and Basic Life Support (BLS) licensed vehicles as defined in Chapter 401, Florida Statutes. PROVIDER is hereby granted a non-exclusive Advanced Life Support/Basic Life Support certificate of Public Convenience and Necessity which shall run concurrent with the term of this Agreement.

This franchise does not apply to emergency medical transportation

services or air ambulance services as defined in Section 401.23(4) and (5), Florida Statutes, or its successor provision(s), which are separately franchised by COUNTY and licensed by the State.

SECTION 2. TERM OF NON-EXCLUSIVE FRANCHISE. PROVIDER shall furnish non-emergency ambulance service to the residents of Seminole County, Florida, in accordance with the terms of this Agreement, all provisions of Chapter 17, Seminole County Code, and the rules and regulations appertaining hereto.

(a) The term of the Franchise shall be for three (3) years, and at the option of the parties, may be renewed for two (2) additional one (1) year terms.

(b) COUNTY shall be entitled to issue such additional Certificates of Public Convenience and Necessity and franchises that are, in its sole and absolute judgment, deemed necessary to provide non-emergency ambulance service.

SECTION 3. SCOPE OF SERVICE. PROVIDER, under the terms and conditions of this Franchise Agreement, shall provide non-emergency transportation to patients to include the following:

(a) Non-emergency inter-facility transportation; and

(b) Non-emergency transportation within the boundaries of Seminole County other than inter-facility transportation.

SECTION 4. COMPLIANCE WITH ORDINANCE. PROVIDER shall utilize ambulances according to Chapter 17, Seminole County Code, and the rules and regulations from time to time adopted by COUNTY or promulgated by the Florida Department of Health, or its successor organization, as well as other duly authorized regulatory bodies.

SECTION 5. INSURANCE. PROVIDER shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by COUNTY, nor shall PROVIDER allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained by the subcontractor and approved by COUNTY. All insurance policies shall be with insurers licensed, qualified, and doing business in Florida.

(a) Loss Deductible Clause. COUNTY shall be exempt from and shall in no way be liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of PROVIDER or its subcontractor or PROVIDER and subcontractor jointly providing such insurance.

(b) Workers' Compensation. During the life of this Agreement, PROVIDER shall obtain and maintain Workers' Compensation insurance to statutory limits, Employers' Liability insurance in the sum of no less than $100,000.00, and $100,000.00 each employee/$500,000.00 policy limit for disease for all of its employees connected with the provision of this service is sublet or subordinated, PROVIDER shall require the subcontractor to provide equal Workers' Compensation insurance for all of its employees, unless such employees are covered by the protection afforded by PROVIDER. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees are engaged in hazardous work under the Workers' Compensation Statute, PROVIDER shall provide and cause each subcontractor to provide adequate insurance satisfactory to COUNTY for the protection of its employees.

(c) Professional Liability. PROVIDER shall obtain and maintain during the life of this Agreement professional liability insurance with limits of at least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per claim.

(d) Public Liability and Property Damage Insurance. During the life of this Agreement, PROVIDER shall obtain and maintain comprehensive general liability and comprehensive automobile liability insurance, which shall fully protect PROVIDER from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement, whether be by PROVIDER or by any person or entity directly or indirectly employed by PROVIDER. The amount of such insurance shall be minimum limits as follows:

(1)	Bodily Injury Liability	$1,000,000.00 Each accident or occurrence.
(2)	Automobile Property Damage-Liability	$1,000,000.00 Each accident or occurrence.
(3)	Property Damage - Liability	$ 500,000.00
	(other than automobile)	$2,500,000.00 Aggregate Operations.
		$2,500,000.00 Aggregate Contractual.

Insurance clause(s) for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.

(e) Subcontractor's Public Liability and Property Damage Insurance. PROVIDER shall require each of its subcontractors to obtain and maintain during the life of any subcontract insurance of the type

specified above, or insure the activities of its subcontractor in its policy as specified above.

(f) Contractual Liability. PROVIDER's insurance shall also include contractual liability coverage approved by COUNTY.

(g) All insurance coverage shall name COUNTY as an additional insured.

(h) All such policies shall be paid for by PROVIDER, without cost or expense to COUNTY, and shall be maintained at all times during the term of this Agreement.

SECTION 6. CERTIFICATES OF INSURANCE. Certificate of Insurance Forms shall be furnished by PROVIDER to COUNTY within ten (10) days of execution of this Agreement. These shall be completed and signed by the authorized resident agent and returned to the Director of Purchasing.

(a) These Certificates shall be dated and shall show the name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date.

(b) Said Certificates shall provide that COUNTY shall receive, in writing, notification of any cancellation or termination of any insurance required by this Agreement. Notification shall be provided, in writing, at least thirty (30) days in advance of any cancellation or termination.

SECTION 7. HOLD HARMLESS AGREEMENT. In addition to the requirements to obtain and maintain various insurance policies as set forth above, PROVIDER shall hold COUNTY and its officers, agents, and employees harmless from any and all claims, losses, damages or suits for damages made against COUNTY, its officers, agents and employees arising

from or related to the provision of services by PROVIDER, or any subcontractor, or any of their officers, employees, or agents. The agreement to hold COUNTY, its officers, employees, and agents harmless shall not be limited to the limits of the liability insurance required hereunder. Nothing contained herein shall be construed to increase the liability of the insurance carrier beyond the limits of their policies with PROVIDER.

This clause does not include claims or actions based on the act of awarding the franchise to PROVIDER or PROVIDER'S execution of this Agreement. Further, COUNTY shall not hold PROVIDER responsible for the negligence of COUNTY related to the provision and maintenance of COUNTY equipment. PROVIDER shall be responsible for its acts related to use of COUNTY equipment and any failure to notify COUNTY of necessary maintenance or equipment failures.

SECTION 8. INSPECTIONS.

(a) PROVIDER shall provide records of State ambulance inspections, as required by Chapter 64E-2, Florida Administrative Code, or its successor provision(s).

(b) At all time PROVIDER shall conduct its business in a proper and efficient manner and shall keep all ambulances, equipment, and stations properly serviced and maintained and in a good state of repair as determined by COUNTY.

SECTION 9. RESPONSE TO GOVERNMENTAL AGENCIES. It is understood and agreed, specifically, but not by way of limitation, that PROVIDER shall respond to all requests for non-emergency ambulance service received from COUNTY. PROVIDER'S obligation to respond to requests for

routine non-emergency transport from other government agencies is subject to the availability of an ambulance.

SECTION 10. ADDITIONAL SERVICES. PROVIDER agrees to cooperate and use its best efforts to assist the Seminole County Emergency Medical Service System by providing Advanced Life Support (ALS) transport or other service during disaster situations or when otherwise requested by COUNTY.

SECTION 11. PROVISION OF VEHICLES.

(a) Each ambulance shall be suitable for transportation of patients in terms of health standards, sanitation standards, and safety standards required by the State of Florida and shall conform in all respects to the most recent design criteria as established by the United States Department of Transportation at the time of purchase and Florida State Law and all other criteria deemed applicable by COUNTY. Furthermore, PROVIDER shall maintain such safety and emergency vehicle equipment so as to conform with all existing federal and state standards.

(b) Each ambulance shall contain medical equipment as prescribed by law or as otherwise required by COUNTY. Minimum equipment carried on each ambulance shall conform to the most recent recommendation for Essential Equipment for Ambulances, as required by Sections 64E-2.002 (BLS) and 2.003 (ALS), Florida Administrative Code, and the regulation of the Bureau of Emergency Medical Services of the State of Florida, Department of Health.

(c) COUNTY shall have the right at any time to order PROVIDER to repair or replace any equipment if, in the reasonable exercise of its

judgment, such action is necessary to maintain or restore compliance with this Agreement. Upon receipt of such order, PROVIDER shall, if it believes that the order is beyond the scope of COUNTY's authority under this clause, file an objection with the Director of the Department of Public Safety, or his/her designee, within ten (10) days. After review and discussion with PROVIDER, the Director of the Department of Public Safety, or his/her designee, shall issue a final decision. If, after receipt of such written order and if no objection has been made to the decision, PROVIDER fails to comply within sixty (60) days, COUNTY shall have the right to terminate the franchise.

(d) PROVIDER shall hold valid and current State Certifications as an Advanced Life Support provider as specified by Chapter 64E-2, Florida Administrative Code, or its successor provision(s), and all PROVIDER ambulances operating as Advance Life Support units in Seminole County shall be equipped to meet minimum standards as established by the regulations specified in that Code. In addition, Advanced Life Support units shall carry any other drugs, supplies, or equipment as determined by PROVIDER's Medical Director to provide an acceptable level of pre-hospital emergency care to the citizens of Seminole County.

SECTION 12. AMBULANCE PERSONNEL REQUIRED.

(a) All vehicles and personnel used pursuant to this Agreement must meet the requirements as stated in Chapter 401, Florida Statutes, and Chapter 64E, Florida Administrative Code.

(b) PROVIDER shall employ the services of a Medical Director in accordance with *Chapter 401, Florida Statutes.*

(c) PROVIDER shall assure that vehicles transporting patients in

Seminole County:

(1) Have direct communications with all local hospital emergency departments; and

(2) In the event a patient's condition requires immediate life support and/or immediate medical stabilization, the patient must be transported to the nearest appropriate hospital.

(d) PROVIDER shall submit to the custody of COUNTY's Public Safety Director, upon request, a roster of EMTs and Paramedics performing as attendants, including each individual's level of training, skill certifications, and field experience.

(e) Procedures of PROVIDER concerning qualifications of attendant position applications, on-the-job training, in-service advanced training, and certification shall be submitted to the Director of Public Safety upon execution of this Agreement.

(f) PROVIDER shall submit to the custody of the Seminole County Public Safety Director, upon request, information regarding its personnel's level of training, skill certificates, and field experience.

(g) PROVIDER shall provide proof of NIMS 700, ICS 100, Weapon of Mass Destruction (WMD), and Hazmat Awareness Training. COUNTY EMS Performance Management shall facilitate training opportunities for PROVIDER.

SECTION 13. COMMUNICATIONS.

(a) Each ambulance shall maintain the capability to contact all hospital emergency departments directly via radio or other means during the transport of any patient covered under this franchise.

(b) COUNTY shall maintain a dispatch function for non-emergency

transports. The Emergency Communications Center shall alternate calls between providers based upon PROVIDER availability. PROVIDER shall provide the following data quarterly.

(1) Number of non-emergency ambulance transports performed in Seminole County.

(2) Number of non-emergency transports referred to a non-emergency wheelchair/stretcher provider.

(3) Number of non-emergency calls received that end up emergency calls turned over to the Seminole County EMS System.

(4) Average response time for unscheduled transports to nursing homes (from time received to patient contact) received from Seminole County's Emergency Communication Center per month.

(c) PROVIDER shall maintain the capability to receive direct calls from the Emergency Communication Center at all times. If PROVIDER desires to maintain a direct line such as a hotline with the Emergency Communications Center, all equipment costs will be borne by PROVIDER.

(d) PROVIDER shall have the equipment and communications capability necessary to comply with all applicable federal, state, and local laws, rules, or regulations.

SECTION 14. RECORDS AND REPORTING SYSTEMS.

Patient Care Data Reports shall be submitted by PROVIDER to the EMS Performance Management Bureau upon request as part of the Quality Improvement Program established by the Department of Public Safety, in accordance with Chapter 401, Florida Statutes, and Chapter 64E-2, of the Florida Administrative Code.

SECTION 15. MEDICAL CONTROL.

(a) Under the terms of this Agreement, PROVIDER shall observe and comply with the most recent statutes and rules and regulations of the State of Florida and Seminole County respecting approved Emergency Medical Technician/Paramedic standing orders, protocols, drug lists and all other authorized medical procedures in the supervision of its employees.

(b) All emergency medical practical training and emergency educational programming conducted by PROVIDER shall, under the terms of this Agreement, be subject to review and approval of either the Seminole County Medical Director or a Medical Director selected by PROVIDER in order to ensure the standardization of the level of education and skills of all practicing EMTs and Paramedics in the employ of PROVIDER operating within COUNTY, as required in Chapter 401, Florida Statutes or its successor provision(s). COUNTY retains the right to conduct periodic reviews and inspections of PROVIDER patient care program.

(c) PROVIDER shall recognize the authority of the Seminole County Medical Director and his/her ability to conduct periodic review and inspections of patient care reports at no cost to PROVIDER.

SECTION 16. AUTHORIZED MANAGING AGENT. Throughout the term of this Agreement, PROVIDER shall establish and provide an authorized managing agent, designated in writing, to COUNTY. The managing agent shall be the agent upon whom all notices shall be served from COUNTY. Service upon PROVIDER'S agent by a COUNTY authorized representative, to be designated by the Director of Public Safety, shall always constitute service upon PROVIDER.

SECTION 17. CUSTOMER COMPLAINTS AND NOTIFICATION. All written complaints pertaining to service rendered pursuant to this Agreement shall initially be directed to PROVIDER and shall be answered within five (5) working days. PROVIDER shall supply COUNTY with copies of complaints on a quarterly basis utilizing a form approved by COUNTY. The form shall indicate the day and hour on which it was received and resolved. COUNTY shall notify PROVIDER of each complaint reported to COUNTY. It shall be the duty of PROVIDER to take all steps necessary to remedy the cause of the complaint and notify COUNTY with a full explanation of the disposition.

SECTION 18. FISCAL MANAGEMENT AND PAYMENT.

(a) PROVIDER shall publish and make available non-emergency rates annually during COPCN renewal.

(b) Books and Records. PROVIDER agrees to keep and preserve complete financial books and records in accordance with generally accepted accounting procedures and principles. The said books and records shall be subject to inspection, review, and audit by the Board of County Commissioners of Seminole County or its authorized representative. Said books and records shall be maintained so as to provide a separate accounting of the activities of PROVIDER in and for Seminole County.

SECTION 19. INTERAGENCY COOPERATION.

(a) In the execution of obligations and responsibilities inherent under this Agreement, PROVIDER will cooperate with COUNTY Medical Director and the Director of Public Safety, or their designees.

(b) Cooperation will include, but not be limited to, a commitment

to work continuously with the above named agencies and individuals to develop mutually acceptable performance standards, data collection, and reporting systems and enable performance evaluation and to explore alternative approaches for effective resource management, communications, and transportation.

(c) It is the intention of the parties to this Agreement that the obligation of PROVIDER to cooperate as herein provided be construed as a good faith reasonable effort on the part of PROVIDER which does not involve a substantial increase in cost or expense.

SECTION 20. OPERATIONS. The issuance of this Agreement to PROVIDER is based upon the continued certification and permitting of PROVIDER by the Department of Health, State of Florida. This certificate verifies the qualifications and fitness of PROVIDER as a provider of ambulance services meeting all State and Federal Emergency Medical Service Standards and Specifications.

SECTION 21. CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY. The granting of a Certificate of Public Convenience and Necessity by COUNTY shall be considered a part of the consideration of the franchise and upon termination of such franchise, whether for cause or non-renewal, the Certificate of Public Convenience and Necessity shall terminate and the license, for the issuance of which the Certificate of Public Convenience and Necessity is a legal prerequisite, issued by the State shall be surrendered to the State, to the extent that license relates to Seminole County.

SECTION 22. TERMINATION.

(a) Bankruptcy/Insolvency. PROVIDER shall be deemed to be in

default under this Agreement, and all rights granted to PROVIDER shall terminate without any need for notice to PROVIDER, and this Agreement shall be terminated if any one (1) of the following conditions occur:

(1) PROVIDER becomes insolvent or makes an assignment for the benefit of creditors;

(2) A petition in bankruptcy is filed by PROVIDER, or such a petition is filed against and consented to by PROVIDER and is not dismissed within ninety (90) days;

(3) PROVIDER is adjudicated as bankrupt;

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(5) Proceedings for composition with creditors under any state or federal law are instituted by or against PROVIDER.

(6) The real or personal property of PROVIDER shall be sold after levy thereupon by any Sheriff or Marshall.

(b) Failure to Comply with Agreement. Except as provided in the preceding subsection, if PROVIDER defaults under the terms of this Agreement and such fault is not cured within ten (10) days after receipt of written notice to cure from COUNTY, then, in addition to all other remedies at law or in equity, COUNTY may terminate this Agreement. Termination under such circumstances shall become effective thirty (30) days from the date of receipt of PROVIDER of a written notice of termination.

(c) This Agreement may be terminated by COUNTY or PROVIDER at any time for convenience upon ninety (90) days written notice to the other party of such termination.

SECTION 23. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, or amended in any respect unless in writing and signed by both parties hereto in an agreement of equal dignity herewith.

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For COUNTY:

Director of Public Safety
150 Bush Boulevard
Sanford, Florida 32773

For PROVIDER:

Roger Duryea
Rural Metro Ambulance
4728 Old Winter Garden Road
Orlando, FL 32811

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 25. RESPONSIBILITIES OF PARTIES. The parties to this Agreement acknowledge that PROVIDER'S non-exclusive franchise is a valuable property interest and each party acknowledges its separate responsibility to take such reasonable measures, as may be required to protect that interest; provided, however, that nothing in this section shall be construed, in any way, to reduce PROVIDER'S obligations, duties, and responsibilities under the terms of this Agreement or as provided by law, rule, or regulation.

SECTION 26. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement the relationship of PROVIDER to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find PROVIDER an employee of COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of Seminole County employees.

SECTION 27. EMPLOYEE STATUS. Persons employed by PROVIDER 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 28. CONFLICT OF INTEREST.

(a) PROVIDER agrees that it shall 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 the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) PROVIDER hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312, Florida Statutes) either directly or indirectly, in the business of PROVIDER 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, PROVIDER hereby agrees that monies received from COUNTY pursuant to this

Agreement shall not be used for the purpose of lobbying the Legislature or any other state or federal agency.

SECTION 29. SUBCONTRACTORS. In the event that PROVIDER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, PROVIDER must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, PROVIDER shall remain fully responsible for the services of subcontractors or other professional associates.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 8th day of May, 2007.

Witness

Mary L. Mulvie
Print Name

Witness

Kimberly L. Neymour
Print Name

By: ROGER DURYEA

Date: 5/8/2007

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AEC:jjr
05/03/2007
P:\Users\jroyal\Public Safety\Ambulance Franchise Agreement-2007-Rural Metro.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into this 13 day of June, 2003, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **CENTRAL FLORIDA AMBULANCE SERVICE, INC. d/b/a AMERICAN AMBULANCE**, whose address is 3836 Commerce Loop, Orlando, Florida 32808, hereinafter referred to as "PROVIDER".

W I T N E S S E T H

WHEREAS, Chapter 17, Seminole County Code, provides that the Board of County Commissioners may grant non-exclusive ambulance franchises for all the geographical territory of Seminole County, Florida; and

WHEREAS, the Board of County Commissioners has determined that there is a present need for all of the citizens of Seminole County, Florida, to have safe, efficient and economical non-emergency medical services; and

WHEREAS, The Board of County Commissioners has determined that the present need for a safe, efficient and economical non-emergency medical service system would be best provided for and best met by the grant of a non-exclusive ambulance service franchise; and

WHEREAS, COUNTY, after due consideration, has determined that it is in the interest of the public health, welfare and safety that a non-exclusive ambulance franchise should be granted pursuant to Chapter 17, Seminole County Code; and

WHEREAS, Chapter 17, Seminole County Code, provides that the Board of County Commissioners of Seminole County may contract with franchised

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operators for transportation to be rendered upon call of a county or municipality for transportation of bona fide persons, indigents, or persons certified by the County Welfare Authority to be eligible for public assistance; and

WHEREAS, Chapter 17, Seminole County Code, places other restrictions upon franchise holders; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida, has, by means of adopting a proper resolution, adopted certain rules and regulations applicable to non-emergency medical services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties do hereby agree as follows:

Section 1. Grant of Franchise. The Board of County Commissioners, by this Agreement and pursuant to Chapter 17, Seminole County Code, does hereby grant to PROVIDER, a non-exclusive ambulance service franchise for all the geographical territory of Seminole County, Florida, it being understood that this action does not grant a franchise for any incorporated areas of the County which have, or may hereafter, grant a valid ambulance franchise.

Ambulance or emergency medical service includes non-emergency transport using Advanced Life Support (ALS) and Basic Life Support (BLS) licensed vehicles as defined in *Chapter 401, Florida Statutes*. PROVIDER is hereby granted a non-exclusive Advanced Life Support/Basic Life Support certificate of Public Convenience and Necessity which shall run concurrent with the term of this Agreement.

This franchise does not apply to emergency medical transportation services or air ambulance services as defined in *Section 401.23(4) and (5), Florida Statutes*, or its successor provision, which are separately franchised by the COUNTY and licensed by the State.

Section 2. Term of Non-Exclusive Franchise. PROVIDER shall furnish non-emergency ambulance service to the residents of Seminole County, Florida, in accordance with the terms of this Agreement, all provisions of Chapter 17, Seminole County Code, and the rules and regulations appertaining hereto.

(a) The term of the Franchise shall be for a two (2) year period commencing on the effective date of this Agreement. At the option of COUNTY, with the consent of PROVIDER, this Agreement may be renewed for two (2) successive periods of one (1) year each. If COUNTY elects to renew the Agreement, COUNTY shall, not later than sixty (60) days prior to expiration of the current Agreement, notify PROVIDER of its intention to renew.

(b) COUNTY shall be entitled to issue such additional Certificates of Public Convenience and Necessity and franchises that are, in its sole and absolute judgment, deemed necessary to provide non-emergency ambulance service.

Section 3. Scope of Service. The PROVIDER, under the terms and conditions of this Franchise Agreement, shall provide non-emergency transportation to patients in the following categories:

(a) Non-emergency interfacility transportation;

(b) Non-Emergency transportation within the boundaries of Seminole County other than interfacility transportation.

Section 4. Compliance with Ordinance. PROVIDER shall utilize ambulances according to Chapter 17, Seminole County Code, and the rules and regulations from time to time adopted by the COUNTY or promulgated by the Florida Department of Health, or its successor organization, as well as other duly authorized regulatory bodies.

Section 5. Insurance. COUNTY acknowledges that PROVIDER has a program of self-insurance with regard to comprehensive liability and medical malpractice. Accordingly, PROVIDER shall provide evidence of such program of self-insurance to COUNTY and may utilize such program of self-insurance and insurance coverage as it deems appropriate in providing evidence of the following types of liability protection:

(a) Bodily Injury Liability

(b) Automotive Property Damage/Liability

(c) Property Damage/Liability (other than automobile)

(d) Medical Malpractice

(e) Worker's Compensation

(f) Fire and Extended Coverage

All insurance, in conjunction with such self-insurance program, shall be in such amounts as are acceptable to COUNTY and shall be issued by insurers licensed, qualified and doing business in the State of Florida. The COUNTY shall be exempt from and shall in no way be liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of PROVIDER.

Section 6. Certificates of Insurance. Certificate of Insurance Forms shall be furnished by PROVIDER to the COUNTY within ten (10) days

of execution of this Agreement. These shall be completed and signed by the authorized resident agent and returned to the Director of Purchasing. These Certificates shall be dated and shall show:

(a) The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date.

(b) Said Certificates shall provide that COUNTY shall receive, in writing, notification of any cancellation or termination of any insurance required by this Agreement. Notification shall be provided, in writing, at least thirty (30) days in advance of any cancellation or termination.

Section 7. Hold Harmless Agreement. In addition to the requirements to obtain and maintain various insurance policies as set forth above, PROVIDER shall hold COUNTY, its officers, agents, and employees harmless from any and all claims, losses, damages or suits for damages made against the COUNTY, its officers, agents and employees arising from or related to the provision of services by the PROVIDER, or any subcontractor, or any of their officers, employees, or agents. The agreement to hold the COUNTY, its officers, employees, and agents harmless shall not be limited to the limits of the liability insurance required hereunder. Nothing contained herein shall be construed to increase the liability of the insurance carrier beyond the limits of their policies with the PROVIDER.

This clause does not include claims or actions based on the act of awarding the franchise to PROVIDER or PROVIDER'S execution of this Agreement. Further, the COUNTY shall not hold the PROVIDER responsible for the negligence of the COUNTY related to the provision and

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maintenance of COUNTY equipment. The PROVIDER shall be responsible for its acts related to use of COUNTY equipment and any failure to notify the COUNTY of necessary maintenance or equipment failures.

Section 8. Inspections.

(a) Each ambulance, piece of equipment, training records, premises, and dispatch center (if applicable) shall be available for inspection and may be inspected by the Seminole County Director of Public Safety, or his designee(s). The Department of Public Safety shall be made aware of and maintain the right to inspect, during normal working hours, PROVIDER'S operational procedures, as they apply to Seminole County's operations, whenever such inspection is deemed necessary by the COUNTY.

(b) PROVIDER shall submit to periodic ambulance inspections, as required by Chapter 64E-2, Florida Administrative Code, or its successor provision. Furthermore, PROVIDER shall, without prior notification, submit to ambulance inspections at their regularly stationed locations by the County Medical Director, the Director of Public Safety, or his designee(s), at any time during normal working hours in regard to the fulfillment of PROVIDER'S contractual obligations hereunder and PROVIDER'S compliance with law.

(c) PROVIDER shall, at all times, conduct its business in a proper and efficient manner and shall keep all ambulances, equipment, and stations properly serviced and maintained and in a good state of repair, as determined by the COUNTY.

Section 9. Response to Governmental Agencies. It is understood and agreed, specifically, but not by way of limitation, that PROVIDER

shall respond to all requests for non-emergency ambulance service received from the COUNTY. PROVIDER'S obligation to respond to requests for routine non-emergency transport from other government agencies is subject to the availability of an ambulance. The PROVIDER shall not respond to any request for non-emergency transport without being dispatched by the COUNTY.

Section 10. Additional Services. PROVIDER agrees to cooperate and use its best efforts to assist the Seminole County Emergency Medical Service System by providing Advanced Life Support (ALS) transport or other service during disaster situations or when otherwise requested by COUNTY.

Section 11. Provision of Vehicles.

(a) Each ambulance shall be suitable for transportation of patients in terms of health standards, sanitation standards, and safety standards required by the COUNTY and shall conform in all respects to the most recent design criteria as established by the United States Department of Transportation at the time of purchase and Florida State Law and all other criteria deemed applicable by the COUNTY. Furthermore, PROVIDER shall maintain such safety and emergency vehicle equipment so as to conform with all existing Federal and State standards.

(b) Each ambulance shall contain medical equipment as prescribed by law or as otherwise required by COUNTY. Minimum equipment carried on each ambulance shall conform to the most recent recommendation for Essential Equipment for Ambulances, as established by the America College of Surgeons and the regulation of the Bureau of Emergency

Medical Services of the State of Florida, Department of Health. In addition, PROVIDER shall have adequate replacement supplies and equipment readily available and easily accessible at all times. PROVIDER shall, at its sole expense, replace all disposable and other medical supplies furnished by fire-rescue personnel.

(c) The COUNTY shall have the right at any time to order PROVIDER to repair or replace any equipment if, in the reasonable exercise of its judgment, such action is necessary to maintain or restore compliance with this Agreement. Upon receipt of such order, PROVIDER shall, if it believes that the order is beyond the scope of COUNTY's authority under this clause, file an objection with the Director of the Department of Public Safety, or his designee, within ten (10) days. After review and discussion with PROVIDER, the Director of the Department of Public Safety, or his designee, shall issue its final decision. If upon receipt of such written order or, if an objection has been made to the decision, PROVIDER fails to comply within sixty (60) days the COUNTY shall have the right to terminate the franchise.

(d) PROVIDER shall hold a valid and current State Certifications Advanced Life Support provider as specified by Chapter 64E-2, Florida Administrative Code, or its successor provision, and all PROVIDER ambulances operating as Advance Life Support units in Seminole County shall be equipped to meet minimum standards as established by the regulations specified in that Code. In addition, Advanced Life Support units shall carry any other drugs, supplies, or equipment, as determined by the County Medical Director to provide an acceptable level of pre-hospital emergency care to the citizens of Seminole County.

Section 12. Ambulance Personnel Required.

(a) In the conduct of services under this Agreement, PROVIDER shall provide a driver and attendant on every vehicle at all times while in service. Drivers and attendants shall be, at a minimum, qualified Emergency Medical Technicians holding all required permits, and registrations, including a current Florida State Emergency Medical Technician Certificate.

(b) All Advanced Life Support equipped vehicles must be staffed by at least one (1) attendant who must be a State Certified Paramedic. The second attendant on an Advanced Life Support ambulance must have documented evidence of State Certification as an Emergency Medical Technician. The Paramedic will ride in the patient compartment with the patient on all transports that have the potential to require advanced life support.

(c) PROVIDER shall submit to the COUNTY a current roster of all EMTs and Paramedics that may be assigned to transport a patient in Seminole County.

(d) PROVIDER shall employ the services of a Medical Director in accordance with *Chapter 401, Florida Statutes.*

(e) PROVIDER shall assure that vehicles transporting patients in Seminole County:

(1) Have direct communications with all local hospital emergency departments; and

(2) In the event a patient's condition requires immediate life support and/or immediate medical stabilization, the patient must be transported to the nearest appropriate hospital.

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(f) PROVIDER shall submit to the custody of the County Public Safety Director, prior to commencing service, a roster of EMTs and Paramedics performing as attendants including individuals' level of training, skill certifications and field experience. Such roster shall be kept complete and up-to-date at all times.

(g) Policies and procedures of PROVIDER concerning qualifications of attendant position applications, on-the-job training, in-service advanced training and certification shall be submitted to the Director of Public Safety upon execution of this Agreement.

(h) Each employee of the PROVIDER providing non-emergency transport services under this Agreement shall obtain and maintain Seminole County's EMS System EMT or paramedic certification, or if the PROVIDER is operating from the Orange County, Florida EMS System, then PROVIDER may satisfy this requirement by providing proof for each employee of certification and maintenance of same under Orange County, subject to the approval of the Seminole County EMS System Medical Director.

Section 13. Communications.

(a) Each ambulance shall maintain the capability to contact all hospital emergency departments directly via radio or other means during the transport of any patient covered under this franchise.

(b) The COUNTY shall maintain a dispatch function for all non-emergency transports, with the exception of transports emanating to or from a hospital that utilizes an ambulance service owned or contracted by the affected hospital, however, the PROVIDER may establish and maintain its own dispatch system, provided that the below listed data

sets be provided to the Seminole County department of Public Safety on or before the 15th of each month.

(1) Number of non-emergency calls performed:

(A) Number of pre-arranged non-emergency transports:

(i) Scheduled - notice of need greater than 24 hours.

(ii) Unscheduled - notice of need these than 24 hours.

(2) Number of non-emergency calls received that were turned over to another non-emergency franchise or Seminole County EMS System Agency:

(A) Totaled by franchise/agency.

(B) Reasons why turnovers occurred.

(3) Number of non-emergency calls received that end up emergency calls turned over to Seminole County EMS System.

(4) Breakdown of all locations.

(5) Response time (time received to patient contact) per call:

(A) Scheduled - notice of need greater than 24 hours.

(B) Unscheduled - notice of need these than 24 hours.

(6) Average response time (time received to patient contact per month (scheduled and unscheduled):

(A) Scheduled - notice of need greater than 24 hours.

(B) Unscheduled - notice of need these than 24 hours.

(c) PROVIDER shall maintain the capability to receive direct calls from the Emergency Operation Center at all times. If PROVIDER

desires to maintain a direct line such as a hotline with the Emergency Operations Center, all equipment costs will be borne by PROVIDER.

(d) PROVIDER shall have the equipment and communications capability necessary to comply with all applicable Federal, State, and local laws, rules, or regulations.

Section 14. Records and Reporting Systems.

Patient Care Data Reports shall be provided by PROVIDER to the County Department of Public Safety upon request as part of the Quality Assurance Program established by the Department of Public Safety, in accordance with *Chapter 401, Florida Statutes*, and Chapter 64E-2, of the Florida Administrative Code.

Section 15. Medical Control.

(a) Under the terms of this Agreement, PROVIDER shall observe and comply with the most recent statutes and rules and regulations of the State of Florida and Seminole County respecting approved Emergency Medical Technician/Paramedic standing orders, protocols, drug lists and all other authorized medical procedures in the supervision of its employees.

(b) All emergency medical practical training and emergency educational programming conducted by PROVIDER shall, under the terms of this Agreement, be subject to review and approval of either the Seminole County Medical Director or a Medical Director selected by the PROVIDER in order to ensure the standardization of the level of education and skills of all practicing EMTs and Paramedics in the employ of PROVIDER operating within the COUNTY, as required in Chapter 401, Florida Statutes or its successor provision. The COUNTY retains the right to

conduct periodic reviews and inspections of the PROVIDER patient care program.

(c) PROVIDER shall provide medical care during transport in accordance with Seminole County EMS Practice Parameters, as approved by the County Medical Director. The County Medical Director and the Public Safety Director, or his designee, will review the PROVIDER drug control program and present recommendations for improving any and all aspects of company policies in this area.

(d) PROVIDER shall contract with the Seminole County Medical Director or a Medical Director selected by PROVIDER to provide supervision of medical performance of employees, as required by *Chapter 401, Florida Statutes,* or its successor provision. PROVIDER shall recognize the Medical Director's authority to refuse to allow a Paramedic of Emergency Medical Technician to practice under his medical direction, utilizing guidelines in the Seminole County Medical Director's Paramedic/Emergency Medical Technician Review Procedure. PROVIDER shall recognize the authority of the Seminole County Medical Director and his ability to conduct periodic review and inspections of patient care performance.

Section 16. Authorized Managing Agent. Throughout the term of this Agreement, PROVIDER shall establish and provide an authorized managing agent, designated in writing, to the COUNTY and that shall be the agent upon whom all notices shall be served from the COUNTY. Service upon the PROVIDER'S agent by a COUNTY authorized representative, to be designated by the Director of Public Safety, shall always constitute service upon PROVIDER.

Section 17. Customer Complaints and Notification. All written complaints pertaining to service rendered pursuant to this Agreement shall initially be directed to PROVIDER and shall be answered within five (5) working days. PROVIDER shall supply the COUNTY with copies of all complaints on a form approved by the COUNTY indicating the disposition of each complaint. The form shall indicate the day and hour on which it was received and resolved. COUNTY shall notify PROVIDER of each complaint reported to the COUNTY. It shall be the duty of PROVIDER to take all steps necessary to remedy the cause of the cause of the complaint and notify the COUNTY with a full explanation of the disposition.

Section 18. Fiscal Management and Payment.

(a) In providing ambulance service, PROVIDER shall make charges to persons using any such services. The Board of County Commissioners of Seminole County approved transport fee of TWO HUNDRED EIGHTY AND NO/100 DOLLARS ($280.00) is established as the maximum transport fee to be charged a patient transported to a facility within the territorial boundaries of Seminole and Orange Counties. A mileage fee not to exceed SIX AND NO/100 DOLLARS ($6.00) per loaded mile may be assessed to patients transported to locations outside Seminole and Orange Counties.

(b) **Books and Records.** PROVIDER agrees to keep and preserve complete financial books and records in accordance with generally accepted accounting procedures and principles. The said books and records shall be subject to inspection, review and audit by the Board of County Commissioners of Seminole County or its authorized representative. Said books and records shall be maintained so as to

provide a separate accounting of the activities of PROVIDER in and for Seminole County.

Section 19. Interagency Cooperation.

(a) In the execution of obligations and responsibilities inherent under this Agreement, PROVIDER will cooperate with the County Medical Director and the Director of Public Safety, or their designees.

(b) Cooperation will include, but not be limited to, a commitment to work continuously with the above named agencies and individuals to develop mutually acceptable performance standards, data collection and reporting systems and enable performance evaluation and to explore alternative approaches for effective resource management, communications and transportation.

(c) It is the intention of the parties to this Agreement that the obligation of PROVIDER to cooperate as herein provided be construed as a good faith reasonable effort on the part of PROVIDER which does not involve a substantial increase in cost or expense.

Section 20. Operations. The issuance of this Agreement to PROVIDER is based upon the continued certification and permitting of PROVIDER by the Department of Health, State of Florida. This certificate verifies the qualifications and fitness of PROVIDER as a provider of ambulance services meeting all State and Federal Emergency Medical Service Standards and Specifications.

Section 21. Certificate of Convenience and Necessity. The granting of a Certificate of Convenience and Necessity by the COUNTY shall be considered a part of the consideration of the franchise and upon termination of such franchise, whether for cause or non-renewal,

the Certificate of Convenience and Necessity shall terminate and the license, for the issuance of which the Certificate of Convenience and Necessity is a legal prerequisite, issued by the State shall be surrendered to the State, to the extent that license relates to Seminole County.

Section 22. Termination.

(a) **Bankruptcy.** PROVIDER shall be deemed to be in default under this Agreement, and all rights granted to PROVIDER shall terminate without any need for notice to PROVIDER, and this Agreement shall be terminated if any one (1) of the following conditions occur:

(1) PROVIDER becomes insolvent or makes an assignment for the benefit of creditors;

(2) A petition in bankruptcy is filed by PROVIDER, or such a petition is filed against and consented to by PROVIDER and is not dismissed within ninety (90) days;

(3) PROVIDER is adjudicated as bankrupt;

(4) A bill in equity or other proceeding for the appointment of a received of PROVIDER or other custodian for PROVIDER'S business or assets is filed and consented to by PROVIDER and is not dismissed within ninety (90) days, or a receiver or other custodian of the business or assets of PROVIDER is appointed.

(5) Proceedings for composition with creditors under any State or Federal law are instituted by or against PROVIDER.

(6) The real or personal property of PROVIDER shall be sold after levy thereupon by any Sheriff or Marshall.

(b) **Failure to Comply with Agreement.** Except as provided in the preceding subsection, if PROVIDER defaults under the terms of this Agreement, and such fault is not cured within ten (10) days after receipt of written notice to cure from COUNTY, then, in addition to all other remedies at law or in equity, COUNTY may terminate this Agreement. Termination under such circumstances shall become effective thirty (30) days from the date of receipt of PROVIDER of a written notice of termination.

(c) This Agreement may be terminated by the COUNTY, or PROVIDER, at any time for convenience upon ninety (90) days' written notice to the other party of such termination.

Section 23. Entire Agreement. This Agreement shall constitute the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, or amended in any respect unless in writing and signed by both parties hereto in an agreement of equal dignity herewith.

Section 24. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:
Director of Public Safety
150 Bush Boulevard
Sanford, Florida 32773

For PROVIDER:
Central Florida Ambulance Service, Inc. d/b/a American Ambulance
3836 Commerce Loop
Orlando, Florida 32808
Attention: Sam Wood

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

Section 25. Responsibilities of Parties. The parties to this Agreement acknowledge that PROVIDER'S non-exclusive franchise is a valuable property interest and each party acknowledges its separate responsibility to take such reasonable measures, as may be required to protect that interest; provided, however, that nothing in this section shall be construed, in any way, to reduce PROVIDER'S obligations, duties and responsibilities under the terms of this Agreement or as provided by law, rule or regulation.

Section 26. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of PROVIDER to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the PROVIDER an employee of the COUNTY, and the PROVIDER shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

Section 27. Employee Status. Persons employed by the PROVIDER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

Section 28. Conflict of Interest.

(a) PROVIDER agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate the provisions of *Part III, Chapter 112, Florida Statutes,*

relating to ethics in government.

(b) PROVIDER hereby certifies that no officer, agent, or employee of the COUNTY has any material interest (as defined in *Section 112.312, Florida Statutes*) either directly or indirectly, in the business of PROVIDER 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*, PROVIDER hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day of May, 2003.

ATTEST:

Secretary
RANC MEDINA

CENTRAL FLORIDA AMBULANCE SERVICE, INC.
d/b/a AMERICAN AMBULANCE

By: Sam Wood, President

Date: 05-19-03

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: DARYL G. MCLAIN, Chairman

Date: 6-13-03

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their 10 June, 2003
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
5/12/03
ambulance franchise agt - cf ambulance

BK 296 PG 1568

NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT

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 County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **CENTRAL FLORIDA AMBULANCE d/b/a AMERICAN AMBULANCE**, whose address is 3747 Silver Star Road, Orlando, Florida 32808, hereinafter referred to as "PROVIDER".

W I T N E S S E T H

WHEREAS, Chapter 17, Seminole County Code, provides that the Board of County Commissioners may grant non-exclusive ambulance franchises for all of the geographical territory of Seminole County, Florida; and

WHEREAS, the Board of County Commissioners has determined that there is a present need for all of the citizens of Seminole County, Florida to have safe, efficient, and economical non-emergency medical services; and

WHEREAS, The Board of County Commissioners has determined that the present need for a safe, efficient, and economical non-emergency medical service system would be best provided for and best met by the grant of a non-exclusive ambulance service franchise; and

WHEREAS, COUNTY, after due consideration, has determined that it is in the interest of the public health, welfare, and safety that a non-exclusive ambulance franchise should be granted pursuant to Chapter 17, Seminole County Code; and

WHEREAS, Chapter 17, Seminole County Code, provides that the Board of County Commissioners of Seminole County may contract with franchised

operators for transportation to be rendered upon call of a county or municipality for transportation of bona fide persons, indigents, or persons certified by COUNTY Welfare Authority to be eligible for public assistance; and

WHEREAS, Chapter 17, Seminole County Code, places other restrictions upon franchise holders; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida, has, by means of adopting a proper resolution, adopted certain rules and regulations applicable to non-emergency medical services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties do hereby agree as follows:

SECTION 1. GRANT OF FRANCHISE. The Board of County Commissioners, by this Agreement and pursuant to Chapter 17, Seminole County Code, hereby grants to PROVIDER, a non-exclusive ambulance service franchise for all the geographical territory of Seminole County, Florida, it being understood that this action does not grant a franchise for any incorporated areas of County which have been, or may hereafter be, granted a valid ambulance franchise.

Ambulance or emergency medical service includes non-emergency transport using Advanced Life Support (ALS) and Basic Life Support (BLS) licensed vehicles as defined in Chapter 401, Florida Statutes. PROVIDER is hereby granted a non-exclusive Advanced Life Support/Basic Life Support certificate of Public Convenience and Necessity which shall run concurrent with the term of this Agreement.

This franchise does not apply to emergency medical transportation

services or air ambulance services as defined in Section 401.23(4) and (5), Florida Statutes, or its successor provision(s), which are separately franchised by COUNTY and licensed by the State.

SECTION 2. TERM OF NON-EXCLUSIVE FRANCHISE. PROVIDER shall furnish non-emergency ambulance service to the residents of Seminole County, Florida, in accordance with the terms of this Agreement, all provisions of Chapter 17, Seminole County Code, and the rules and regulations appertaining hereto.

(a) The term of the Franchise shall be for three (3) years, and at the option of the parties, may be renewed for two (2) additional one (1) year terms.

(b) COUNTY shall be entitled to issue such additional Certificates of Public Convenience and Necessity and franchises that are, in its sole and absolute judgment, deemed necessary to provide non-emergency ambulance service.

SECTION 3. SCOPE OF SERVICE. PROVIDER, under the terms and conditions of this Franchise Agreement, shall provide non-emergency transportation to patients to include the following:

(a) Non-emergency inter-facility transportation; and

(b) Non-emergency transportation within the boundaries of Seminole County other than inter-facility transportation.

SECTION 4. COMPLIANCE WITH ORDINANCE. PROVIDER shall utilize ambulances according to Chapter 17, Seminole County Code, and the rules and regulations from time to time adopted by COUNTY or promulgated by the Florida Department of Health, or its successor organization, as well as other duly authorized regulatory bodies.

SECTION 5. INSURANCE. PROVIDER shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by COUNTY, nor shall PROVIDER allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained by the subcontractor and approved by COUNTY. All insurance policies shall be with insurers licensed, qualified, and doing business in Florida.

(a) Loss Deductible Clause. COUNTY shall be exempt from and shall in no way be liable for any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of PROVIDER or its subcontractor or PROVIDER and subcontractor jointly providing such insurance.

(b) Workers' Compensation. During the life of this Agreement, PROVIDER shall obtain and maintain Workers' Compensation insurance to statutory limits, Employers' Liability insurance in the sum of no less than $100,000.00, and $100,000.00 each employee/$500,000.00 policy limit for disease for all of its employees connected with the provision of this service is sublet or subordinated, PROVIDER shall require the subcontractor to provide equal Workers' Compensation insurance for all of its employees, unless such employees are covered by the protection afforded by PROVIDER. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees are engaged in hazardous work under the Workers' Compensation Statute, PROVIDER shall provide and cause each subcontractor to provide adequate insurance satisfactory to COUNTY for the protection of its employees.

(c) Professional Liability. PROVIDER shall obtain and maintain during the life of this Agreement professional liability insurance with limits of at least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per claim.

(d) Public Liability and Property Damage Insurance. During the life of this Agreement, PROVIDER shall obtain and maintain comprehensive general liability and comprehensive automobile liability insurance, which shall fully protect PROVIDER from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Agreement, whether be by PROVIDER or by any person or entity directly or indirectly employed by PROVIDER. The amount of such insurance shall be minimum limits as follows:

(1)	Bodily Injury Liability	$1,000,000.00 Each accident or occurrence.
(2)	Automobile Property Damage-Liability	$1,000,000.00 Each accident or occurrence.
(3)	Property Damage - Liability	$ 500,000.00
	(other than automobile)	$2,500,000.00 Aggregate Operations.
		$2,500,000.00 Aggregate Contractual.

Insurance clause(s) for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.

(e) Subcontractor's Public Liability and Property Damage Insurance. PROVIDER shall require each of its subcontractors to obtain and maintain during the life of any subcontract insurance of the type

specified above, or insure the activities of its subcontractor in its policy as specified above.

(f) Contractual Liability. PROVIDER's insurance shall also include contractual liability coverage approved by COUNTY.

(g) All insurance coverage shall name COUNTY as an additional insured.

(h) All such policies shall be paid for by PROVIDER, without cost or expense to COUNTY, and shall be maintained at all times during the term of this Agreement.

SECTION 6. CERTIFICATES OF INSURANCE. Certificate of Insurance Forms shall be furnished by PROVIDER to COUNTY within ten (10) days of execution of this Agreement. These shall be completed and signed by the authorized resident agent and returned to the Director of Purchasing.

(a) These Certificates shall be dated and shall show the name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date.

(b) Said Certificates shall provide that COUNTY shall receive, in writing, notification of any cancellation or termination of any insurance required by this Agreement. Notification shall be provided, in writing, at least thirty (30) days in advance of any cancellation or termination.

SECTION 7. HOLD HARMLESS AGREEMENT. In addition to the requirements to obtain and maintain various insurance policies as set forth above, PROVIDER shall hold COUNTY and its officers, agents, and employees harmless from any and all claims, losses, damages or suits for damages made against COUNTY, its officers, agents and employees arising

from or related to the provision of services by PROVIDER, or any subcontractor, or any of their officers, employees, or agents. The agreement to hold COUNTY, its officers, employees, and agents harmless shall not be limited to the limits of the liability insurance required hereunder. Nothing contained herein shall be construed to increase the liability of the insurance carrier beyond the limits of their policies with PROVIDER.

This clause does not include claims or actions based on the act of awarding the franchise to PROVIDER or PROVIDER'S execution of this Agreement. Further, COUNTY shall not hold PROVIDER responsible for the negligence of COUNTY related to the provision and maintenance of COUNTY equipment. PROVIDER shall be responsible for its acts related to use of COUNTY equipment and any failure to notify COUNTY of necessary maintenance or equipment failures.

SECTION 8. INSPECTIONS.

(a) PROVIDER shall provide records of State ambulance inspections, as required by Chapter 64E-2, Florida Administrative Code, or its successor provision(s).

(b) At all time PROVIDER shall conduct its business in a proper and efficient manner and shall keep all ambulances, equipment, and stations properly serviced and maintained and in a good state of repair as determined by COUNTY.

SECTION 9. RESPONSE TO GOVERNMENTAL AGENCIES. It is understood and agreed, specifically, but not by way of limitation, that PROVIDER shall respond to all requests for non-emergency ambulance service received from COUNTY. PROVIDER'S obligation to respond to requests for

routine non-emergency transport from other government agencies is subject to the availability of an ambulance.

SECTION 10. ADDITIONAL SERVICES. PROVIDER agrees to cooperate and use its best efforts to assist the Seminole County Emergency Medical Service System by providing Advanced Life Support (ALS) transport or other service during disaster situations or when otherwise requested by COUNTY.

SECTION 11. PROVISION OF VEHICLES.

(a) Each ambulance shall be suitable for transportation of patients in terms of health standards, sanitation standards, and safety standards required by the State of Florida and shall conform in all respects to the most recent design criteria as established by the United States Department of Transportation at the time of purchase and Florida State Law and all other criteria deemed applicable by COUNTY. Furthermore, PROVIDER shall maintain such safety and emergency vehicle equipment so as to conform with all existing federal and state standards.

(b) Each ambulance shall contain medical equipment as prescribed by law or as otherwise required by COUNTY. Minimum equipment carried on each ambulance shall conform to the most recent recommendation for Essential Equipment for Ambulances, as required by Sections 64E-2.002 (BLS) and 2.003 (ALS), Florida Administrative Code, and the regulation of the Bureau of Emergency Medical Services of the State of Florida, Department of Health.

(c) COUNTY shall have the right at any time to order PROVIDER to repair or replace any equipment if, in the reasonable exercise of its

judgment, such action is necessary to maintain or restore compliance with this Agreement. Upon receipt of such order, PROVIDER shall, if it believes that the order is beyond the scope of COUNTY's authority under this clause, file an objection with the Director of the Department of Public Safety, or his/her designee, within ten (10) days. After review and discussion with PROVIDER, the Director of the Department of Public Safety, or his/her designee, shall issue a final decision. If, after receipt of such written order and if no objection has been made to the decision, PROVIDER fails to comply within sixty (60) days, COUNTY shall have the right to terminate the franchise.

(d) PROVIDER shall hold valid and current State Certifications as an Advanced Life Support provider as specified by Chapter 64E-2, Florida Administrative Code, or its successor provision(s), and all PROVIDER ambulances operating as Advance Life Support units in Seminole County shall be equipped to meet minimum standards as established by the regulations specified in that Code. In addition, Advanced Life Support units shall carry any other drugs, supplies, or equipment as determined by PROVIDER's Medical Director to provide an acceptable level of pre-hospital emergency care to the citizens of Seminole County.

SECTION 12. AMBULANCE PERSONNEL REQUIRED.

(a) All vehicles and personnel used pursuant to this Agreement must meet the requirements as stated in Chapter 401, Florida Statutes, and Chapter 64E, Florida Administrative Code.

(b) PROVIDER shall employ the services of a Medical Director in accordance with *Chapter 401, Florida Statutes*.

(c) PROVIDER shall assure that vehicles transporting patients in

Seminole County:

(1) Have direct communications with all local hospital emergency departments; and

(2) In the event a patient's condition requires immediate life support and/or immediate medical stabilization, the patient must be transported to the nearest appropriate hospital.

(d) PROVIDER shall submit to the custody of COUNTY's Public Safety Director, upon request, a roster of EMTs and Paramedics performing as attendants, including each individual's level of training, skill certifications, and field experience.

(e) Procedures of PROVIDER concerning qualifications of attendant position applications, on-the-job training, in-service advanced training, and certification shall be submitted to the Director of Public Safety upon execution of this Agreement.

(f) PROVIDER shall submit to the custody of the Seminole County Public Safety Director, upon request, information regarding its personnel's level of training, skill certificates, and field experience.

(g) PROVIDER shall provide proof of NIMS 700, ICS 100, Weapon of Mass Destruction (WMD), and Hazmat Awareness Training. COUNTY EMS Performance Management shall facilitate training opportunities for PROVIDER.

SECTION 13. COMMUNICATIONS.

(a) Each ambulance shall maintain the capability to contact all hospital emergency departments directly via radio or other means during the transport of any patient covered under this franchise.

(b) COUNTY shall maintain a dispatch function for non-emergency

transports. The Emergency Communications Center shall alternate calls between providers based upon PROVIDER availability. PROVIDER shall provide the following data quarterly.

(1) Number of non-emergency ambulance transports performed in Seminole County.

(2) Number of non-emergency transports referred to a non-emergency wheelchair/stretcher provider.

(3) Number of non-emergency calls received that end up emergency calls turned over to the Seminole County EMS System.

(4) Average response time for unscheduled transports to nursing homes (from time received to patient contact) received from Seminole County's Emergency Communication Center per month.

(c) PROVIDER shall maintain the capability to receive direct calls from the Emergency Communication Center at all times. If PROVIDER desires to maintain a direct line such as a hotline with the Emergency Communications Center, all equipment costs will be borne by PROVIDER.

(d) PROVIDER shall have the equipment and communications capability necessary to comply with all applicable federal, state, and local laws, rules, or regulations.

SECTION 14. RECORDS AND REPORTING SYSTEMS.

Patient Care Data Reports shall be submitted by PROVIDER to the EMS Performance Management Bureau upon request as part of the Quality Improvement Program established by the Department of Public Safety, in accordance with Chapter 401, Florida Statutes, and Chapter 64E-2, of the Florida Administrative Code.

SECTION 15. MEDICAL CONTROL.

(a) Under the terms of this Agreement, PROVIDER shall observe and comply with the most recent statutes and rules and regulations of the State of Florida and Seminole County respecting approved Emergency Medical Technician/Paramedic standing orders, protocols, drug lists and all other authorized medical procedures in the supervision of its employees.

(b) All emergency medical practical training and emergency educational programming conducted by PROVIDER shall, under the terms of this Agreement, be subject to review and approval of either the Seminole County Medical Director or a Medical Director selected by PROVIDER in order to ensure the standardization of the level of education and skills of all practicing EMTs and Paramedics in the employ of PROVIDER operating within COUNTY, as required in Chapter 401, Florida Statutes or its successor provision(s). COUNTY retains the right to conduct periodic reviews and inspections of PROVIDER patient care program.

(c) PROVIDER shall recognize the authority of the Seminole County Medical Director and his/her ability to conduct periodic review and inspections of patient care reports at no cost to PROVIDER.

SECTION 16. AUTHORIZED MANAGING AGENT. Throughout the term of this Agreement, PROVIDER shall establish and provide an authorized managing agent, designated in writing, to COUNTY. The managing agent shall be the agent upon whom all notices shall be served from COUNTY. Service upon PROVIDER'S agent by a COUNTY authorized representative, to be designated by the Director of Public Safety, shall always constitute service upon PROVIDER.

SECTION 17. CUSTOMER COMPLAINTS AND NOTIFICATION. All written complaints pertaining to service rendered pursuant to this Agreement shall initially be directed to PROVIDER and shall be answered within five (5) working days. PROVIDER shall supply COUNTY with copies of complaints on a quarterly basis utilizing a form approved by COUNTY. The form shall indicate the day and hour on which it was received and resolved. COUNTY shall notify PROVIDER of each complaint reported to COUNTY. It shall be the duty of PROVIDER to take all steps necessary to remedy the cause of the complaint and notify COUNTY with a full explanation of the disposition.

SECTION 18. FISCAL MANAGEMENT AND PAYMENT.

(a) PROVIDER shall publish and make available non-emergency rates annually during COPCN renewal.

(b) Books and Records. PROVIDER agrees to keep and preserve complete financial books and records in accordance with generally accepted accounting procedures and principles. The said books and records shall be subject to inspection, review, and audit by the Board of County Commissioners of Seminole County or its authorized representative. Said books and records shall be maintained so as to provide a separate accounting of the activities of PROVIDER in and for Seminole County.

SECTION 19. INTERAGENCY COOPERATION.

(a) In the execution of obligations and responsibilities inherent under this Agreement, PROVIDER will cooperate with COUNTY Medical Director and the Director of Public Safety, or their designees.

(b) Cooperation will include, but not be limited to, a commitment

to work continuously with the above named agencies and individuals to develop mutually acceptable performance standards, data collection, and reporting systems and enable performance evaluation and to explore alternative approaches for effective resource management, communications, and transportation.

(c) It is the intention of the parties to this Agreement that the obligation of PROVIDER to cooperate as herein provided be construed as a good faith reasonable effort on the part of PROVIDER which does not involve a substantial increase in cost or expense.

SECTION 20. OPERATIONS. The issuance of this Agreement to PROVIDER is based upon the continued certification and permitting of PROVIDER by the Department of Health, State of Florida. This certificate verifies the qualifications and fitness of PROVIDER as a provider of ambulance services meeting all State and Federal Emergency Medical Service Standards and Specifications.

SECTION 21. CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY. The granting of a Certificate of Public Convenience and Necessity by COUNTY shall be considered a part of the consideration of the franchise and upon termination of such franchise, whether for cause or non-renewal, the Certificate of Public Convenience and Necessity shall terminate and the license, for the issuance of which the Certificate of Public Convenience and Necessity is a legal prerequisite, issued by the State shall be surrendered to the State, to the extent that license relates to Seminole County.

SECTION 22. TERMINATION.

(a) Bankruptcy/Insolvency. PROVIDER shall be deemed to be in

default under this Agreement, and all rights granted to PROVIDER shall terminate without any need for notice to PROVIDER, and this Agreement shall be terminated if any one (1) of the following conditions occur:

(1) PROVIDER becomes insolvent or makes an assignment for the benefit of creditors;

(2) A petition in bankruptcy is filed by PROVIDER, or such a petition is filed against and consented to by PROVIDER and is not dismissed within ninety (90) days;

(3) PROVIDER is adjudicated as bankrupt;

(4) A bill in equity or other proceeding for the appointment of a received of PROVIDER or other custodian for PROVIDER'S business or assets is filed and consented to by PROVIDER and is not dismissed within ninety (90) days, or a receiver or other custodian of the business or assets of PROVIDER is appointed.

(5) Proceedings for composition with creditors under any state or federal law are instituted by or against PROVIDER.

(6) The real or personal property of PROVIDER shall be sold after levy thereupon by any Sheriff or Marshall.

(b) Failure to Comply with Agreement. Except as provided in the preceding subsection, if PROVIDER defaults under the terms of this Agreement and such fault is not cured within ten (10) days after receipt of written notice to cure from COUNTY, then, in addition to all other remedies at law or in equity, COUNTY may terminate this Agreement. Termination under such circumstances shall become effective thirty (30) days from the date of receipt of PROVIDER of a written notice of termination.

(c) This Agreement may be terminated by COUNTY or PROVIDER at any time for convenience upon ninety (90) days written notice to the other party of such termination.

SECTION 23. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, or amended in any respect unless in writing and signed by both parties hereto in an agreement of equal dignity herewith.

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Director of Public Safety
150 Bush Boulevard
Sanford, Florida 32773

For PROVIDER:

Sam Wood
Central Florida Ambulance
d/b/a American Ambulance
3747 Silver Star Road
Orlando, FL 32808

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 25. RESPONSIBILITIES OF PARTIES. The parties to this Agreement acknowledge that PROVIDER'S non-exclusive franchise is a valuable property interest and each party acknowledges its separate responsibility to take such reasonable measures, as may be required to protect that interest; provided, however, that nothing in this section shall be construed, in any way, to reduce PROVIDER'S obligations, duties, and responsibilities under the terms of this Agreement or as

provided by law, rule, or regulation.

SECTION 26. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes within the scope of this Agreement the relationship of PROVIDER to COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find PROVIDER an employee of COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of Seminole County employees.

SECTION 27. EMPLOYEE STATUS. Persons employed by PROVIDER 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 28. CONFLICT OF INTEREST.

(a) PROVIDER agrees that it shall 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 the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) PROVIDER hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312, Florida Statutes) either directly or indirectly, in the business of PROVIDER 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, PROVIDER

hereby agrees that monies received from COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other state or federal agency.

SECTION 29. SUBCONTRACTORS. In the event that PROVIDER, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, PROVIDER must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, PROVIDER shall remain fully responsible for the services of subcontractors or other professional associates.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17 day of May, 2007

Witness
Walter Eisman
Print Name
Vicky Epp
Witness
Vicky Epperson
Print Name

By: SAM WOOD
Date: 5-17-07

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney
AEC:jjr
05/03/2007
P:\Users\jroyal\Public Safety\Ambulance Franchise Agreement-2007-American Ambulance.doc

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
CARLTON HENLEY, Chairman

Date:

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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Purchase Agreement - County Road 15 Road Improvement Project (First Baptist Church of Lake Monroe, Inc.)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Jerry McCollum **EXT:** 5651

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Purchase Agreement for $158,800 for Parcel Number 127 (Fee Simple) and Parcel Number 727 (Temporary Construction Easement) for the County Road 15 Project from State Road 46 to Orange Boulevard between First Baptist Church of Lake Monroe, Inc. and Seminole County.

District 5 Brenda Carey Jerry McCollum

BACKGROUND:
This Purchase Agreement is for Parcel 127, Fee Simple, containing 312 square feet and Parcel 727, Temporary Construction Easement, containing 537 square feet. This property is required to construct and maintain the County Road 15 Road Improvement Project (State Road 46 to Orange Boulevard). The negotiated purchase price of $158,800 includes reimbursement for relocating the Church building currently located near or upon Parcels 127/727, and/or its associated remainder. The existing entry to the building is immediately adjacent to the right-of-way. The proposed roadway requires a two-foot increase in the current road elevation contiguous to the building and an eight-foot horizontal shift of the roadway toward the building. Although the improvements next to the Church are within the County's rights-of-way, the roadway upgrades will make entry into the Church almost impossible. Funds are available in the current year project budget (CIP Number 00005801).

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a Purchase Agreement for $158,800 for Parcel Number 127 (Fee Simple) and Parcel Number 727 (Temporary Construction Easement) for the County Road 15 Project from State Road 46 to Orange Boulevard between First Baptist Church of Lake Monroe, Inc. and Seminole County.

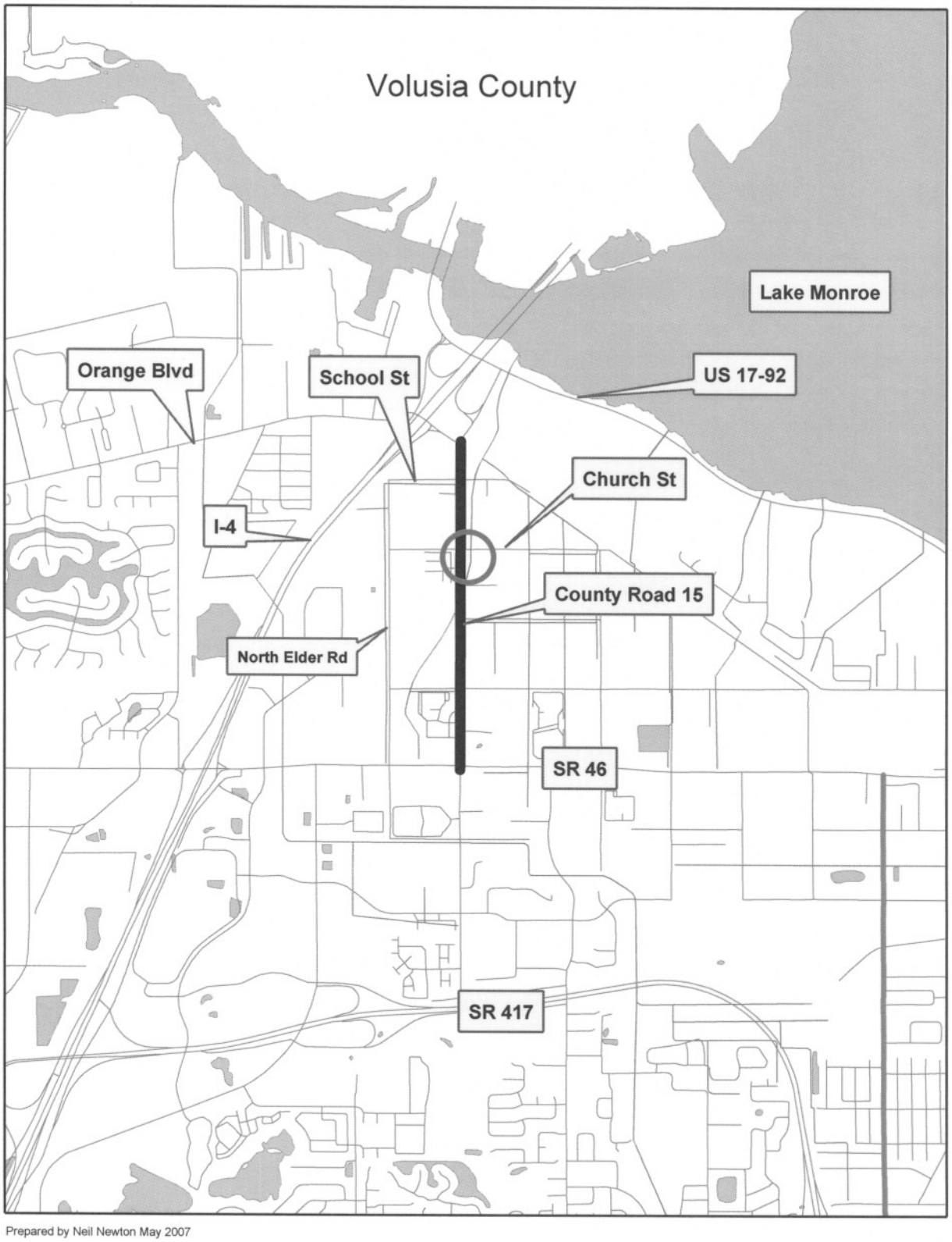
ATTACHMENTS:

1. Location Map
2. Purchase Agreement

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

County Road 15

Parcel 127 (First Baptist Church of Lake Monroe, Inc.) Location Map



Prepared by Neil Newton May 2007

PURCHASE AGREEMENT
FEE SIMPLE/TEMPORARY CONSTRUCTION EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this 4th day of MAY, 2007, by and between FIRST BAPTIST CHURCH OF LAKE MONROE, INC., whose address is 691 County Road 15, Sanford, Florida 32771, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property ("Property") upon the following terms and conditions:

I. LEGAL DESCRIPTIONS

PARCEL NO. 127 **COUNTY ROAD 15**
FEE SIMPLE

That portion of Lot 1, Amended Plat Mann's Subdivision, according to the plat thereof, as recorded in Plat Book 6, Page 89, Public Records of Seminole County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of Lot 1, said Amended Plat Mann's Subdivision, said point being on the intersection of the Easterly existing right-of-way line of County Road 15 and the Southerly existing right-of-way line of Church Street, as platted; thence along said Southerly existing right-of-way line and the North line of said Lot 1, North 89°57'25" East, a distance of 24.95 feet; thence departing said Southerly existing right-of-way line and said North lot line, South 44°50'42" West, a distance of 35.29 feet to said Easterly existing right of way line and the West line of said Lot 1; thence North 00°09'22" West, along said Easterly existing right of way line and said West lot line, a distance of 25.00 feet to the **POINT OF BEGINNING**.

Containing 312 square feet, more or less.

TOGETHER WITH

PARCEL NO. 727 **COUNTY ROAD 15**
TEMPORARY CONSTRUCTION EASEMENT

That portion of Lot 3, Amended Plat Mann's Subdivision, according to the plat thereof, as recorded in Plat Book 6, Page 89, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 3, said Amended Plat Mann's Subdivision; thence run North 00°09'22" West, along the West line of said Lot 3 and the Easterly existing right-of-way line of County Road 15, a distance of 83.30 feet for a **POINT OF BEGINNING**; thence continue North 00°09'22" West, along said West lot line and said Easterly existing right-of-way line, a distance of 30.00 feet; thence departing said West lot line and said Easterly existing right-of-way line, run North 89°50'38" East, a distance of 17.90 feet; thence run South 00°09'22" East, a distance of 30.00 feet; thence run South 89°50'38" West, a distance of 17.90 feet to the **POINT OF BEGINNING**.

Containing 537 square feet, more or less.

Parcel I.D. Number: 21-19-30-505-0000-0010

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above-described property by Warranty Deed on Parcel No. 127, free of liens and encumbrances, and by Temporary Construction Easement on Parcel No. 727 unto COUNTY for the sum of ONE HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($158,800.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever, including, but not limited to, damages as a result of the taking and the cost to relocate or move any improvements. OWNER agrees to execute, at closing, a Temporary Construction Easement for a period of five (5) years from date of commencement of construction of the County Road 15 project, in the form of Exhibit A attached, Temporary Construction Easement.

(b) COUNTY shall only be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before-mentioned closing costs and pro-rata real estate taxes shall be withheld by the

COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties to 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 property 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 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 OWNER acknowledges that the COUNTY is reimbursing the OWNER for relocating its Church building currently located near or upon Parcels 727, 127, and/or its associated remainder. The OWNER further understands that any and all costs for said reimbursement for relocation is included in the sum of full compensation set forth in Part II. of this Agreement. Therefore, as part of this Agreement, the OWNER is required to relocate said Church building from its current location to another location entirely within the remainder property associated with Parcel 127. The OWNER also agrees to release the COUNTY from any and all damages claims as a result of the taking associated with Parcels 127, 727 and/or the COUNTY's C-15 road improvement project. The OWNER will make a reasonable effort to relocate said Church building by the start of construction of the COUNTY's C-15 road improvement project will is slated to begin on September 1, 2007.

(k) Prior to or at closing, the OWNER will provide evidence in the form of a corporate resolution from the corporation, First Baptist Church of Lake Monroe, Inc., providing that said corporation is the sole owner of the property described in Part I. and that said corporation has authorized the individuals executing this Agreement on behalf of the First Baptist Church of Lake Monroe, Inc., to bind said corporation to the terms of this Agreement.

(l) 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.

Signature block contained on next page

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

ATTEST:

MARY E. SWINNEY, Secretary

(CORPORATE SEAL)

FIRST BAPTIST CHURCH OF LAKE MONROE, INC.

By: _____
CHARLES SWAGGERTY, President

Date: May 4, 2007

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 4th day of May, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles Swaggerty and Mary E. Swinney, as President and Secretary, respectively, of First Baptist Church of Lake Monroe, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced Fla Drivers Licenses 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.

LORI LAWSON
Notary Public - State of Florida
My Commission Expires Jun 20, 2009
Commission # DD 412813
Bonded By National Notary Assn.

Print Name Lori Lawson
Notary Public in and for the County
and State Aforementioned
My commission expires: 6/20/09

ATTEST:

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

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

County Attorney
AHS/de
4/3/07

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

P:\USERS\DEDGE\MY DOCUMENTS\ACQ\C-15\LON WITH BWO\FIRST BAPTIST CHURCH 127 727 PURCHASE AGREEMENTREVFIN.DOCPARCEL NO. 727

TEMPORARY CONSTRUCTION EASEMENT
OWNER – FIRST BAPTIST CHURCH OF LAKE MONROE, INC.
COUNTY ROAD 15

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, MAJOR PROJECT ACQUISITION COORDINATOR
COUNTY ATTORNEY'S OFFICE
1101 E. FIRST STREET
SANFORD, FL 32771

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ____ day of _____, 2007, between FIRST BAPTIST CHURCH OF LAKE MONROE, INC., whose address is 691 County Road 15, Sanford, Florida 32771, 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. 727 **COUNTY ROAD 15**
TEMPORARY CONSTRUCTION EASEMENT

That portion of Lot 3, Amended Plat Mann's Subdivision, according to the plat thereof, as recorded in Plat Book 6, Page 89, Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Lot 3, said Amended Plat Mann's Subdivision; thence run North 00°09'22" West, along the West line of said Lot 3 and the Easterly existing right-of-way line of County Road 15, a distance of 83.30 feet for a **POINT OF BEGINNING**; thence continue North 00°09'22" West, along said West lot line and said Easterly existing right-of-way line, a distance of 30.00 feet; thence departing said West lot line and said Easterly existing right-of-way line, run North 89°50'38" East, a distance of 17.90 feet; thence run South 00°09'22" East, a distance of 30.00 feet; thence run South 89°50'38" West, a distance of 17.90 feet to the **POINT OF BEGINNING**.

Containing 537 square feet, more or less.

Parcel I.D. Number: 21-19-30-505-0000-0010

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. 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.

ATTEST:

MARY E. SWINNEY, Secretary

(CORPORATE SEAL)

FIRST BAPTIST CHURCH OF LAKE MONROE, INC.

By: _____
CHARLES SWAGGERTY, President

Date: May 4, 2007

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 4th day of May, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles Swaggerty and Mary E. Swinney, as President and Secretary, respectively, of First Baptist Church of Lake Monroe, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced Fla Drivers licenses 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.

LORI LAWSON
Notary Public - State of Florida
My Commission Expires Jun 20, 2009
Commission # DD 412813
Bonded By National Notary Assn.

Print Name Lori Lawson
Notary Public in and for the County
and State Aforementioned
My commission expires: 6/20/09

RESOLUTION
FIRST BAPTIST CHURCH OF LAKE MONROE
ADOPTED MAY 2ND 2007

WHEREAS, Representatives of First Baptist Church of Lake Monroe, Inc and Seminole county have been discussing the widening of Monroe Road (County Road 15) for the past two years, including the effect upon Church property of said widening. And

WHEREAS, First Baptist Church of Lake Monroe obtained bids for the purpose of moving the Church worship building to a safer distance from the new intersection of Monroe Road and Church Street, and to face the worship building to Church Street with adequate setbacks from both roads. And

WHEREAS, Seminole County submitted to the Church a "Purchase Agreement" for the land needed for the widening project, taking into consideration the need to move the main Church building. And

WHEREAS, on April 25, 2007 representatives of First Baptist Church met with the Seminole County DRC for PRE-APPLICATION COMMENTS in an effort to determine conditions that would have to be met in the move of the Church building.

NOW THEREFORE, on May 2nd 2007, upon due consideration of the attached "Purchase Agreement," and in view of the comments of the DRC COMMITEE and bid documents obtained, the Church voted to accept the offer contained in the "Purchase Agreement," and instructed the Officers to sign the agreement and to continue to work with Seminole County towards the goal of relocating the Worship Building within the funds offered in order to get the building further away from the intersection as discussed with the DRC COMMITEE.

ATTEST:

MARY E. SWINNEY, Secretary

FIRST BAPTIST CHURCH OF LAKE MONROE, INC

By: _____

CHARLES SWAGGERTY, PRESIDENT (PASTOR)

(CORPORATE SEAL)

Date: May 4, 2007

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 4th **day of** May **, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles Swaggerty and Mary E. Swinney, as President and Secretary, respectively, of First Baptist Church of Lake Monroe, Inc., a non-profit corporation organized under the laws of the State of Florida who are personally known to me or who have produced** Fla. Drivers Licenses **as identification. They acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.**

LORI LAWSON
Notary Public - State of Florida
My Commission Expires Jun 20, 2009
Commission # DD 412813
Bonded By National Notary Assn.

Print Name Lori Lawson

Notary Public in and for the County and State Aforementioned

My commission expires: 6/20/09

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution - Local Agency Program (LAP) Agreement with the Florida Department of Transportation for the design of safety improvements on County Road 426 from Division Street to State Road 46. (FDOT FPN: 419679-1-38-01).

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Brett Blackadar **EXT:** 5707

MOTION/RECOMMENDATION:
Adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation for the design of safety improvements (widening travel lane to 12' travel lane and paved shoulders) on County Road 426 from Division Street to State Road 46. (FDOT FPN: 419679-1-38-01).

District 2 Michael McLean Jerry McCollum

BACKGROUND:

This is a joint County/FDOT project where the majority of the design cost, all of the Right of Way cost and the balance of the construction cost will be paid by the 2001 Sales Tax. This project was identified as one of the Sales Tax referendum projects. Through discussions with FDOT, the County applied for the State Safety funding and received commitments for $100,000 for design, (actual cost of design is $700,000 in FY 07/08) and for construction funding of $4,114,071 in FY 10/11 (preliminary cost for construction is $6,000,000).

The full cost of design is budgeted in FY 07/08 ($700,000) with Right of Way funding ($1,000,000) in FY 08/09 and the construction phase ($6,000,000) is programmed in FY 10/11. This LAP Agreement provides for the FDOT participation in the design phase to be received by the County in the amount of $100,000. Subsequent LAP agreements will provide for the construction participation of this project. In summary, the preliminary project costs are $700,000 for design, $1,000,000 for Right of Way and $6,000,000 for construction. The FDOT safety improvement funding will total $4,214,071 leaving a balance of $3,385,929 to be funded by the County.

STAFF RECOMMENDATION:
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation for the design of safety improvements on County Road 426 from Division Street to State Road 46. (FDOT FPN: 419679-1-38-01).

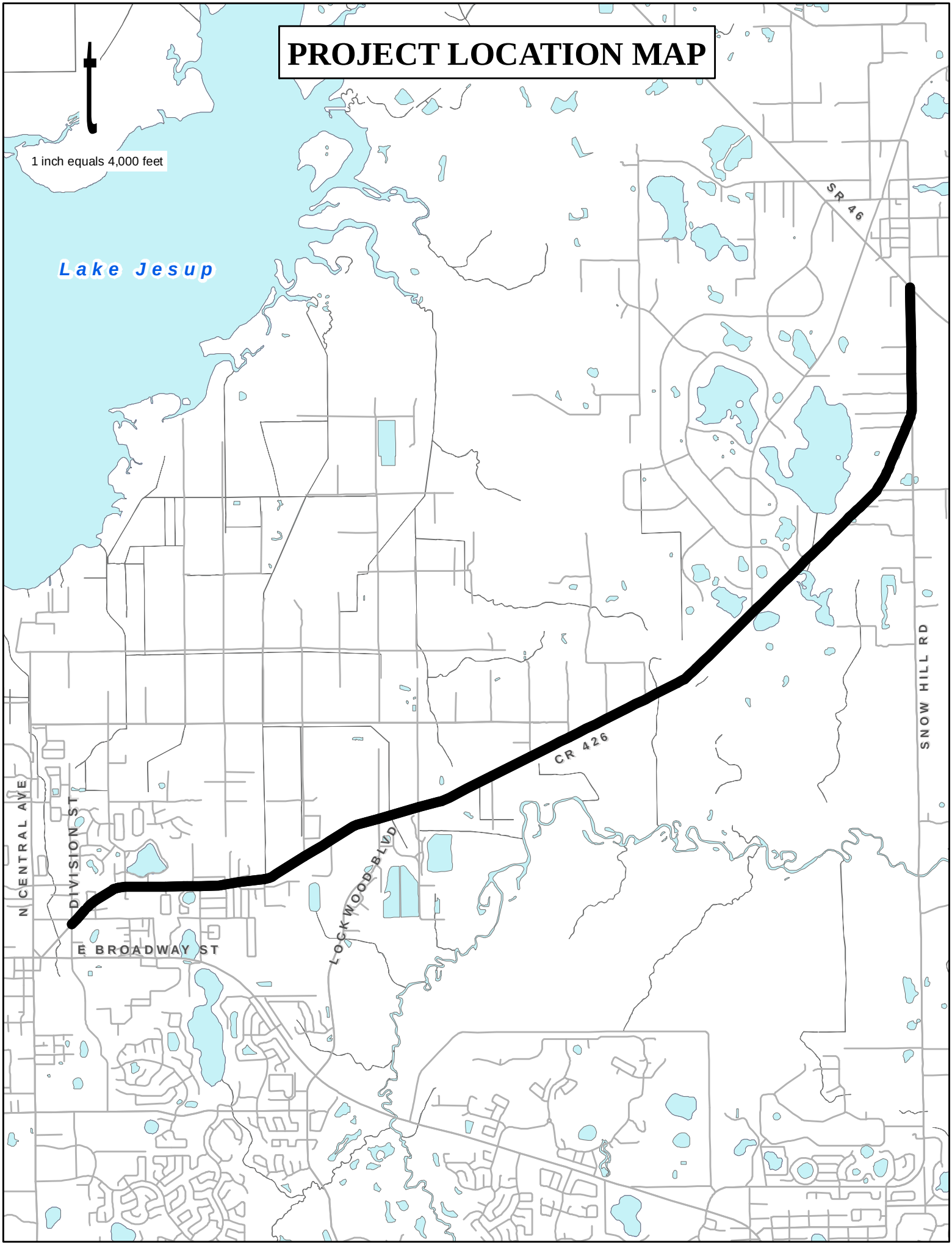
ATTACHMENTS:

1. Location Map
2. Resolution
3. Agreement

Additionally Reviewed By:

- [x] Budget Review (Fredrik Coulter, Lisa Spriggs)
- [x] County Attorney Review (Matthew Minter)
- [x] Grant Review (Jennifer Bero, Lisa Spriggs)

PROJECT LOCATION MAP



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

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 26th DAY OF JUNE, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the design of safety improvements on County Road 426 from Division Street to State Road 46; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement for the aforementioned project, (FDOT FPN: 419679-1-38-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, (FDOT FPN: 419679-1-38-01).

ADOPTED THIS 26th DAY OF JUNE A. D., 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

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

_____
Carlton D. Henley, Chairman

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 419679-1-38-01	Fund: HRRR	FLAIR Approp: 088849
Federal No: 4043-089-C	Org Code: 55053010541	FLAIR Obj: 790089
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: 77	Contract No:	Vendor No: F596-000-856-065

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424 hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of safety improvements along CR 426 from Division Street to SR 46 and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A," "B," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2008. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 100,000.00 . This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

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

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-549
      Deland, FL 32720

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

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

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

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards <u>directly</u> to each of the following:

   Marianne B. Takacs, Special Projects Analyst
   Florida Department of Transportation
   719 South Woodland Boulevard, MS 4-549
   Deland, FL 32720

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
Deland, FL 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-549
      Deland, FL 32720

   b) The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-549
      Deland, FL 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will

require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of 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.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

By: _____
Name:
Title:

Attest: _____
Title:

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: Administrative Assistant

As to form:

_____
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
Carlton D. Henley, Chairman

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

Approved as to form and legal sufficiency.

_____
County Attorney

LOCAL AGENCY PROGRAM AGREEMENT

COUNTY ROAD 426 (DIVISION STREET TO STATE ROAD 46)
SAFETY IMPROVEMENTS
(FDOT FPN #419679-1-38-01)

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 419679-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Seminole County, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424.

Dated_____

PROJECT LOCATION:

The project ___ is __X__ is not on the National Highway System.

The project ___ is __X__ is not on the State Highway System.

PROJECT DESCRIPTION:

Design of safety improvements along CR 426 from Division Street to SR 46: Existing travel lanes will be widened from 11 feet to 12 feet with the addition of 8-foot (5-foot paved) shoulders on both sides of CR 426; the project length is 7.5 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Invoices and Monthly Progress Report shall be submitted on a quarterly basis to:

Amy Sirmans, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) _____ Study to be completed by _____.

b) Design to be completed by December 31, 2008.

c) Right-of-Way requirements identified and provided to the Department by_____.

d) Right-of-Way to be certified by _____.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

e) Construction contract to be let by _____.

f) Construction to be completed by _____.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN:
Seminole County Public Works Department 520 West Lake Mary Boulevard, Suite 200 Sanford, Florida 32773-7424	419679-1-38-01

PROJECT DESCRIPTION

Name: CR 426 Safety Improvements Length: 7.5 miles

Termini: from Division Street to SR 46

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning	2006-2007			
	2007-2008			
	2008-2009			
	Total Planning Cost			
PD&E	2006-2007			
	2007-2008			
	2008-2009			
	Total PD&E Cost			
Design	2006-2007			
	2007-2008	$ 100,000.00		$ 100,000.00
	2008-2009			
	Total Design Cost	$ 100,000.00		$ 100,000.00
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2006-2007			
	2007-2008			
	2008-2009			
	2009-2010			
	Total Construction Cost			
Construction Engineering and Inspection (CEI)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total Construction Engineering Cost			
	Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT		**$ 100,000.00**		**$ 100,000.00**

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $ 100,000.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by State DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Sweetwater Cove Lake - Perpetual Stormwater Easements

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Mark Flomerfelt **EXT:** 5709

MOTION/RECOMMENDATION:
Accept and authorize the Chairman to execute twenty-seven (27) Perpetual Stormwater Easements for the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB – Dredging/Revegetation of Sweetwater Cove Lake.

District 3 Dick Van Der Weide Jerry McCollum

BACKGROUND:
As part of the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB, Perpetual Stormwater Easements from property owners adjacent to the project will be required for construction and future maintenance. Twenty-seven (27) property owners have indicated their willingness to donate Perpetual Stormwater Easements, at no cost, as evidenced by the attached documents. (CIP Number 8302).

1) Scott L. and Eva C. Purvis, 306 N. Sweetwater Cove Blvd, Longwood, Florida
2) Donna J. Gray, 118 Coveridge Lane, Longwood, Florida
3) Kevin J. and Yvonne Y. Cooley, 100 N. Sweetwater Cove Blvd, Longwood, Florida
4) James R. Raker and Annette Santiago, 200 Coveridge Ct., Longwood, Florida
5) Vikrant and Sunanda Shivdasani, 607 Riverbend Blvd., Longwood, Florida
6) George V. and Jeannie C. Pfann, 107 Coveridge Land, Longwood, Florida
7) Ray F. and Doris E. Butts, 709 Riverbend Blvd, Longwood, Florida
8) Olva I. and Kenneth K. Burton, 603 Riverbend Blvd, Longwood, Florida
9) David H. and MaryAnn M. Bonk, 208 N. Sweetwater Cove Blvd., Longwood, Florida
10) Rose L. Kittinger, Trustee, 210 N. Sweetwater Cove Blvd,, Longwood, Florida
11) Mary A. Johnson, Trustee, 300 Coveridge Ct., Longwood, Florida
12) Marc A. and Shawn E. Blum, 133 Laurel Oak Dr., Longwood, Florida
13) Peter A. and Barbara F. Walters, 114 Coveridge Lane, Longwood, Florida
14) Jason W. and Ya H. Lin, 127 Laurel Oak Dr., Longwood, Florida
15) Randy and Sara Beck, 302 Sweetwater Cove Blvd, N., Longwood, Florida
16) Laurence and Anna Nye, 115 Coveridge Lane, Longwood, Florida
17) Matthew and Sandra Clear, 111 Coveridge Lane, Longwood, Florida
18) Charles R. and Susan Hummel, 129 Laurel Oak Dr., Longwood, Florida
19) Harold and Pamela Chenoweth, 200 Sweetwater Cove Blvd, N., Longwood, Florida
20) Rodney F. and Marget A. Reynolds, 705 Riverbend Blvd, Longwood, Florida
21) Joseph P. and Myra Seinberg, 113 Coveridge Lane, Longwood, Florida
22) Criss C. Gunderson, 707 Riverbend Blvd., Longwood, Florida
23) Regis W. and Martha M. Davis, 103 Coveridge Lane, Longwood, Florida
24) J. Arnold and Doti M. Schorr, 300 N. Sweetwater Cove Blvd., Longwood, Florida
25) Robert A. and Elvia Birnholz, 116 Coveridge Lane, Longwood, Florida

26) John D. and Audrey L. Gorman, 206 N. Sweetwater Cove Blvd, Longwood, Florida
27) James and Elizabeth C. McGrath, 117 Coveridge Lane, Longwood, Florida

STAFF RECOMMENDATION:

Staff recommends the Board accept and authorize the Chairman to execute twenty-seven (27) Perpetual Stormwater Easements for the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB – Dredging/Revegetation of Sweetwater Cove Lake.

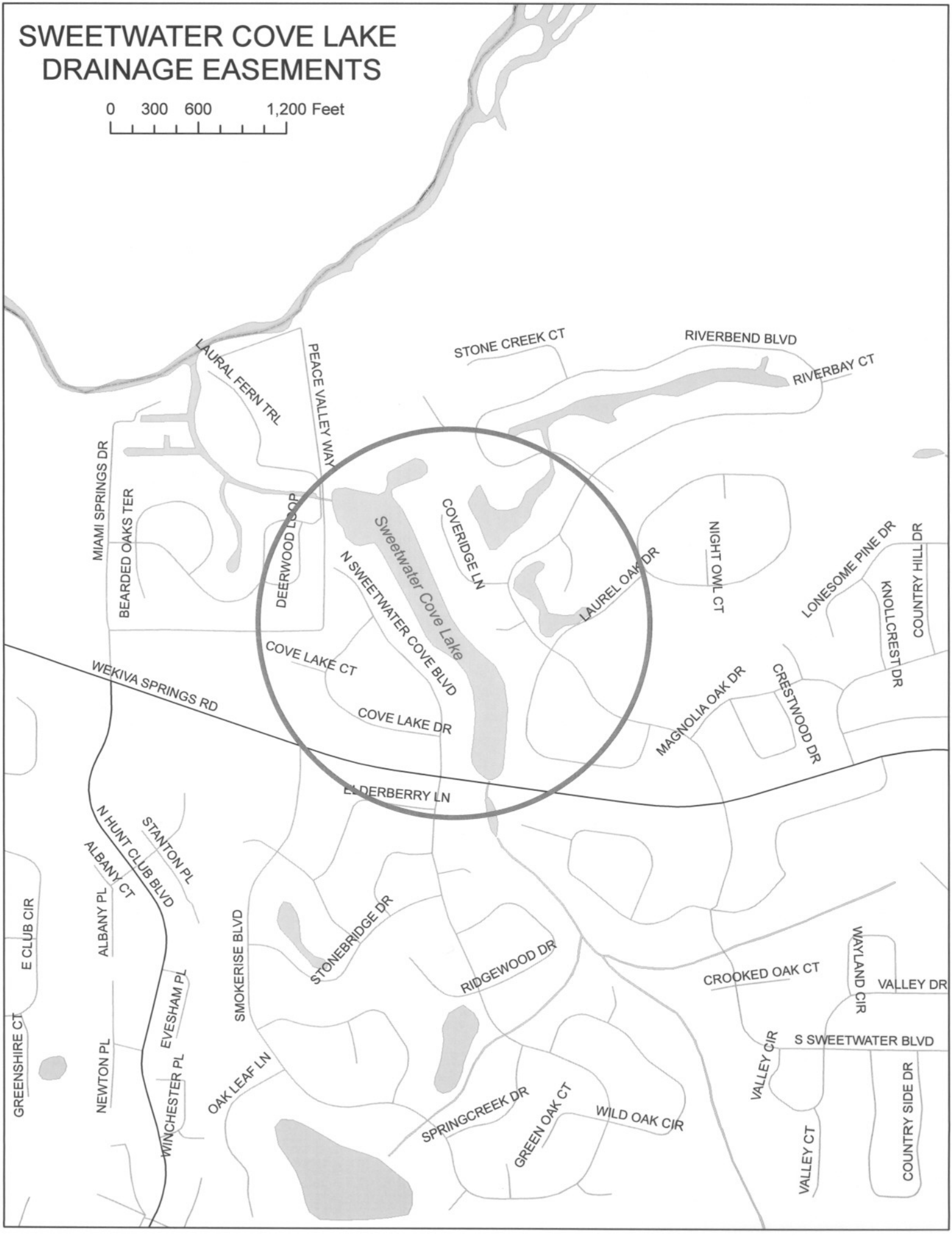
ATTACHMENTS:

1. Location Map
2. Perpetual Stormwater Easements (9)
3. Perpetual Stormwater Easements 9
4. Perpetual Stormwater Easements-9

Additionally Reviewed By:

☑ County Attorney Review (Matthew Minter)

SWEETWATER COVE LAKE DRAINAGE EASEMENTS



THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 24 day of May, 2007, by Scott L. & Eva C. Purvis, whose address is 306 N. Sweetwater Cove Blvd Longwood FL 32779 hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 12, Block A, Sweetwater Oaks, Section —, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-509-0A00-0120

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

MARK Homerfelt
PRINT NAME MARK Homerfelt

SIGNATURE

Robert WALTER
PRINT NAME

PROPERTY OWNER(S):

ADDRESS: 306 N. Sweetwater Cove Blvd.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott Purvis and Eva Purvis, who are [] personally known to me or [✓] who have produced drivers license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 24th day of May, 2007.

LINDA GAIL BLACKWELDER
MY COMMISSION EXPIRES April 6, 2008
#DD 273109
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: April 6, 2008

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 24th day of MAY, 2007, by Donna J Gray, whose address is 118 Coveridge Lane, Longwood, FL, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 15, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0300

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Mark Homenfelt
PRINT NAME

SIGNATURE

Robert Walter
PRINT NAME

PROPERTY OWNER(S):

Donna Jean Gray

ADDRESS: 118 Coveridge Lane
Longwood, FL

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Donna J Gray and _____, who are [] personally known to me or [✓] who have produced driver license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 24th day of May, 2007.

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: April 6, 2008

LINDA GAIL BLACKWELDER
MY COMMISSION EXPIRES
April 6, 2008
#DD 273109
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 24th day of May, 2007, by Kevin J. & Yvonne V. Cooley, whose address is 100 N. Sweetwater Cove Blvd, Longwood FL 32779 hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 1, Block A, Sweetwater Oaks, Section —, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.
>
> **Parcel I.D. No.** 32-20-29-509-0A00-0010

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

MARK FLOMENT
PRINT NAME

SIGNATURE

ROBERT J. WALTER
PRINT NAME

PROPERTY OWNER(S):

ADDRESS: 100 N. Sweetwater Cove Blvd.
Longwood, FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KEVIN J. COOLEY and YVONNE COOLEY, who are [] personally known to me or [✓] who have produced drivers license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 24th day of May, 2007.

LINDA GAIL BLACKWELDER
MY COMMISSION EXPIRES
April 6, 2008
#DD 273109
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: April 6, 2008

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by James R. Raker and Annette Santiago, whose address is 200 Coveridge Ct, Longwood, Fl 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 2, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0020

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Diana Bedoya
PRINT NAME

SIGNATURE

Sydney Lendian-MacDonald
PRINT NAME

PROPERTY OWNER(S):

JAMES R. RAKER

WITNESSES:

SIGNATURE

Diana Bedoya
PRINT NAME

SIGNATURE

Sydney Lendian-MacDonald
PRINT NAME

PROPERTY OWNER(S):

ANNETTE SANTIAGO

PROPERTY OWNERS ADDRESS:
200 Coveridge Ct
Longwood, Fl 32779

STATE OF Florida)
COUNTY OF Seminol)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James R. Raker and Annette Santiago, who are [] personally known to me or [X] who have produced FL DL R260-452-64-094-0 P625-000-62-598-0 as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 21st day of May, 2007.

MELISSA D. ROSADO
Notary Public - State of Florida
My Commission Expires Feb 13, 2010
Commission # DD 517480
Bonded By National Notary Assn.

Melissa D. Rosado
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: February 13, 2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by Vikrant and Suvanda Shivdasani, whose address is 607 Riverbend Blvd, Longwood, FL, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 25, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0250

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Edward Cox
PRINT NAME

Edna S. Cox
SIGNATURE

EDNA S COX
PRINT NAME

PROPERTY OWNER(S):

Vikrant Shivdasani

Sunanda Shivdasani

ADDRESS: 607 Riverbend Blvd
Longwood, Fl 32779

STATE OF FL)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared VIKRANT SHIRDASAM and SUNANDA SHINDASAM who are [] personally known to me or [✓] who have produced FLDL as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 9th day of MAY, 2007.

Gwendolyn B Ruth
Notary Public
in and for the County and State
Aforementioned
My Commission Expires:

GWENDOLYN B. RUTH
MY COMMISSION # DD 386328
EXPIRES February 27 2009
Bonded Thru Notary Public Underwriters

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by George V. & Jeannie C. Pfann, whose address is 107 Coveridge Ln, Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 9, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0090

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Ben Haughee
PRINT NAME

SIGNATURE

Gary R. DiPasquale
PRINT NAME

PROPERTY OWNER(S):

George V Pfann

Jeannie C Pfann

ADDRESS: 107 Coveridge Ln.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared George Pfann and Jeannie C. Pfann, who are [] personally known to me or [✓] who have produced Florida Drivers License as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 27th day of April, 2007.

MARCIA M. CHAFFIN
MY COMMISSION # DD 550797
EXPIRES: June 3, 2010
Bonded Thru Notary Public Underwriters

Marcia M. Chaffin
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: June 3, 2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 23rd day of FEBRUARY 2007, by Ray F. and Doris E. Butts, whose address is 709 Riverbend Blvd., Longwood, FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 31, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.
>
> **Parcel I.D. No.** 32-20-29-510-0B00-0310

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Jorge Padilla

PRINT NAME

Joni Mitchell

SIGNATURE

PRINT NAME

Joni Mitchell

PROPERTY OWNER(S):

Doris E Butts

ADDRESS: 709 Riverbend Blvd.
Longwood, FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ray Butts and Doris Butts, who are [] personally known to me or [] who have produced FL DL as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 23 day of Feb, 2007.

JONI MITCHELL
Notary Public - State of Florida
My Commission Expires May 30, 2010
Commission # DD 557409
Bonded By National Notary Assn.

Joni Mitchell
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: May 30 2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by Olva I. & Kenneth K. Burton, whose address is 1603 Riverbend Blvd., Longwood FL 32799, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 23, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-51D-0B00-0230

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

~~**WITNESSES**~~: PROPERTY OWNERS

Olva I. Burton
SIGNATURE

OLVA I. BURTON
PRINT NAME

Kenneth K. Burton
SIGNATURE

KENNETH K. BURTON
PRINT NAME

~~**PROPERTY OWNER(S)**~~: WITNESSES

Gwendolyn B Ruth
GWENDOLYN B RUTH

M Hindes.
ROBERT M HINDES.

ADDRESS: 603 Riverbend Blvd.
Longwood, FL 32779

STATE OF FL)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared OLVA I BURTON and KENNETH K BURTON who are [] personally known to me or [] who have produced FLDL as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 23rd day of FEB, 2007.

GWENDOLYN B. RUTH
MY COMMISSION # DD 386328
EXPIRES February 27 2009
Bonded Thru Notary Public Underwriters

Gwendolyn B Ruth
Notary Public
in and for the County and State
Aforementioned
My Commission Expires:_____

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 26th day of January, 2007, by DAVID H & MARYANN M BONK, whose address is 208 N SWEETWATER COVE BLVD LONGWOOD FL hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 6, Block A, Sweetwater Cove, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-509-0A00-0060

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, stormwater capacity, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Donna McCann
SIGNATURE

DONNA McCANN
PRINT NAME

SIGNATURE

RUSSELL WATERS
PRINT NAME

PROPERTY OWNER(S):

ADDRESS: 208 Sweetwater Cove Blvd, N
Longwood, Fl 32779

STATE OF Fl)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, who are [✓] personally known to me or [] who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 26 day of JAN, 2007.

GAIL E. CRIST
Notary Public, State of Florida
Commission# DD519604
My comm. expires March 10, 2010

Notary Public Gail E. Crist
in and for the County and State
Aforementioned
My Commission Expires: March 10, 2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
, 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 its _____,
200___, regular meeting

Approved as to form and
legal sufficiency.

_____
County Attorney

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 6th day of February, 2007, by Rose L. Kittinger, Trustee, whose address is 210 N. Sweetwater Cove Blvd, Longwood FL 32779 hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 7, Block A, Sweetwater Oaks, Section —, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.
>
> **Parcel I.D. No.** 32-20-29-509-0A00-0070

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Cory R. Dipasquale
PRINT NAME

SIGNATURE

Patricia Jakubisin
PRINT NAME

PROPERTY OWNER(S):

Rose L. Kittinger

ADDRESS: 210 N. Sweetwater Cove Blvd.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rose L. Kittinger and _____, who are [✓] personally known to me or [] who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 6 day of February, 2007.

MARCIA M. CHAFFIN
MY COMMISSION # DD 550797
EXPIRES: June 3, 2010
Bonded Thru Notary Public Underwriters

Marcia M. Chaffin
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: June 3, 2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by Mary A. Johnson, Trustee, whose address is 300 Coveridge CT, Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 3, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52 of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0030

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Cindy Lou Kersey
SIGNATURE

Cindy-Lou Kersey
PRINT NAME

Michael Arnold
SIGNATURE

Michael Arnold
PRINT NAME

PROPERTY OWNER(S):

Mary Ann Johnson

ADDRESS: 300 Coveridge Ct.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARY ANN JOHNSON and —, who are [] personally known to me or [] who have produced FDL as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 8th day of Jan, 2007.

P. Lynne Kennerly
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 1/21/2008

P Lynne Kennerly
My Commission DD283363
Expires January 21 2008

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 5 day of January, 2007, by Marc A. & Shawn E. Blum, whose address is 133 Laurel Oak Dr. Longwood, FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 3, Block D, Sweetwater Oaks, Section 11, according to the plat thereof as recorded in Plat Book 20, Pages 40 & 41, of the Public Records of Seminole County, Florida.
>
> **Parcel I.D. No.** 32-20-29-508-0D00-0030

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Melissa Graeser
SIGNATURE

Melissa Graeser
PRINT NAME

SIGNATURE

Diana Bedoya
PRINT NAME

PROPERTY OWNER(S):

marc Alan Blum

Shawn E. Blum

ADDRESS: 133 Laurel Oak Dr.
Longwood, FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Marc Alan Blum and Shawn Egan Blum, who are [] personally known to me or [X] who have produced FLDL & FLDL as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 5th day of January 2007.

JORGE PADILLA
Notary Public - State of Florida
My Commission Expires Dec 29, 2008
Commission # DD 382531
Bonded By National Notary Assn.

Notary Public
in and for the County and State
Aforementioned
My Commission Expires: Dec 29, 2008

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 4 day of JAN, 2001, by Peter A. & Barbara F. Walters, whose address is 114 Coveridge Cir., Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 17, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0170

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

PATRICIA MARANZANA
PRINT NAME

SIGNATURE

LEO MARANZANA
PRINT NAME

PROPERTY OWNER(S):

Peter A Walters

Barbara Walters

ADDRESS: 114 Coveridge Ln.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PETER A. WALTERS and BARBARA F WALTERS, who are [] personally known to me or [] who have produced FDLW436661430170, FDLW436066426038 as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 3rd day of Jan., 2007.

P Lynne Kennerly
My Commission DD283363
Expires January 21 2008

P Lynne Kennerly
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 1/21/2008

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 29 day of Dec., 2006, by Randy & SARA BECK, whose address is 302 SWEETWATER COVE BLVD, N., Longwood, FL 32779 hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 10, Block A, Sweetwater Oaks, Section —, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-509-0A00-0100

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Heather L. King
PRINT NAME

Melissa Matthews
SIGNATURE

Melissa Matthews
PRINT NAME

PROPERTY OWNER(S):

Randy Beck

Sara Beck

ADDRESS: 302 Sweetwater Cove Blvd, N.
Longwood, Fl 32779

STATE OF FLORIDA)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Randy Beck and Sara Beck, who are [] personally known to me or [X] who have produced FLORIDA DRIVERS LICENSE as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 29 day of Dec., 2006.

NICHOLAS KINN
MY COMMISSION # DD 562181
EXPIRES: June 11, 2010
Bonded Thru Notary Public Underwriters

Notary Public
in and for the County and State
Aforementioned
My Commission Expires: June 11, 2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 22 day of December, 2006, by Jason W. & Ya H. Lin, whose address is 127 Laurel Oak Dr., Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 6, Block D, Sweetwater Oaks, Section 11, according to the plat thereof as recorded in Plat Book 20, Pages 40 & 41, of the Public Records of Seminole County, Florida.
>
> **Parcel I.D. No.** 32-20-29-508-0D00-0060

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Shiang Jin Lu
PRINT NAME

Kevin Lin
SIGNATURE

Kevin Lin
PRINT NAME

PROPERTY OWNER(S):

ADDRESS: 127 Laurel Oak Dr.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ya Hui Lin and Wen-Yuan Lin, who are [] personally known to me or [✓] who have produced FL DL Licenses as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 22nd day of Dec, 2006.

BONNIE J. MALONEY
Notary Public, State of Florida
My comm. expires Sept. 16, 2008
No. DD355477

Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 9.16.08

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 16th day of NOVEMBER, 2006, by MATTHEW & SANDRA CLEAR, whose address is 111 COVERIDGE LN, LONGWOOD, FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 11, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0110

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Mary E. Brabham / Robert Walter
SIGNATURE

Mary E. Brabham / ROBERT WALTER
PRINT NAME

Mary E. Brab Robert Walter
SIGNATURE

Mary E. Brabham / ROBERT WALTER
PRINT NAME

PROPERTY OWNER(S):

Sandra Clea

ADDRESS: 111 Coveridge Ln
Longwood, Fl 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, who are [] personally known to me or [] who have produced drivers license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 16th day of NOV, 2006.

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08

LINDA GAIL BLACKWELDER
MY COMMISSION EXPIRES
April 6, 2008
#DD 273109
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by Laurence & Anna Nye, whose address is 115 Lovendge Ln, Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 13, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0130

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Julia Grant
PRINT NAME

SIGNATURE

Diana Bedaya
PRINT NAME

PROPERTY OWNER(S):

Laurence D. Nye

Anna Schmidt Nye

ADDRESS: 115 Coveridge Ln.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Anna Schmidt Nye and Laurence David Nye who are [] personally known to me or [X] who have produced Florida DL's as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 30 day of Dec, 2006.

JORGE PADILLA
Notary Public - State of Florida
My Commission Expires Dec 29, 2008
Commission # DD 382531
Bonded By National Notary Assn.

Notary Public
in and for the County and State
Aforementioned
My Commission Expires: Dec 29 2008

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 16th day of November, 2006, by Charles R. & Susan Hummel, whose address is 129 Laurel Oak Dr., Longwood, Fl 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 5, Block D, Sweetwater Oaks, Section 11, according to the plat thereof as recorded in Plat Book 20, Pages 40 & 41, of the Public Records of Seminole County, Florida.
>
> **Parcel I.D. No.** 32-20-29-508-0D00-0050

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Marcia Chaffin
SIGNATURE

Marcia Chaffin
PRINT NAME

Sandy Bauman
SIGNATURE

SANDY BAUMANN
PRINT NAME

PROPERTY OWNER(S):

x Charles R. Hummel

Susan Hummel

ADDRESS: 129 LAUREL OAK DR
Longwood, FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles R. Hummel and Susan Hummel, who are [✓] personally known to me or [] who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 17 day of NOV, 2006.

Patricia Jakubisin
My Commission DD272818
Expires December 07 2007

Patricia Jakubisin
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: Dec. 7, 2007

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 16th day of November, 2006, by Harold O. & Pamela S. Chenoweth, whose address is 200 Sweetwater Cove Blvd N., Longwood, FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 2, Block A, Sweetwater Oaks, Section [redacted], according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-509-0A00-0020

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES: **PROPERTY OWNER(S):**

SIGNATURE

Mary E. Bradham/Robert Walter

PRINT NAME

SIGNATURE

Mary E. Bradham/Robert Walter

PRINT NAME

ADDRESS: 200 Sweetwater Cove Blvd, N.
Longwood, Fl 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Harold O Chenoweth and Pamela S Chenoweth, who are [] personally known to me or [✓] who have produced drivers license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 16th day of Nov, 2006.

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08

LINDA GAIL BLACKWELDER
MY COMMISSION EXPIRES
April 6, 2008
#DD 273109
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 11th day of January 2007, 2007, by Rodney F. & Margot A. Reynolds, whose address is 705 Riverbend Blvd, Longwood FL 32779 hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 29, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0290

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Dennis Mazza
SIGNATURE

DENNIS MAZZA
PRINT NAME

Tami R. Schwab
SIGNATURE

Tami R. Schwab
PRINT NAME

PROPERTY OWNER(S):

Rodney F. Reynolds

Marget A. Reynolds

ADDRESS: 705 Riverbend Blvd.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminol)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rodney F. Reynolds and Marget A. Reynolds who are [X] personally known to me or [] who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 11th day of January, 2007.

Melody R. West
My Commission DD0264002
Expires February 13, 2008

Melody R. West
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 2-13-08

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 16th day of November, 2006, by Joseph P. & Myra Seinberg, whose address is 113 Coveridge Ln, Longwood, Fl 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 12, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0120

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES: **PROPERTY OWNER(S):**

SIGNATURE

Mary E. Brabham/Robert Walter

PRINT NAME

SIGNATURE

Mary E. Brabham/Robert Walter

PRINT NAME

ADDRESS: 113 Coveridge Ln
Longwood, Fl 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joseph P Seinberg and Myra Seinberg, who are [] personally known to me or [✓] who have produced driver license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 16th day of Nov, 2006.

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08

LINDA GAIL BLACKWELDER
MY COMMISSION EXPIRES
April 6, 2008
#DD 273109
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 9 day of JANUARY, 2001, by Criss C. Grunderson, whose address is 707 Riverbend Blvd, Longwood FL 32779 hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 30, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0300

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

DALE McHATTIE

PRINT NAME

SIGNATURE

Shawn Bullock

PRINT NAME

PROPERTY OWNER(S):

ADDRESS: 2024 Via Pacheco
Palos Verde Estates, CA 90274

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CRISS C. GUNDERSON and _____, who are [X] personally known to me or [] who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 9 day of JANUARY, 2007.

DOUGLAS K. MCHATTIE
Commission # 1550273
Notary Public - California
Los Angeles County
My Comm. Expires Feb 25, 2009

Douglas K. McHattie
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 2-25-09

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 16 day of January, 2007, by Regis W. & Martha M. Davis, whose address is 103 Coveridge Ln, Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 7, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0070

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Sydney Lendian-MacDonald
PRINT NAME

SIGNATURE

Kaleigh Brodie
PRINT NAME

PROPERTY OWNER(S):

ADDRESS: 103 Coveridge Ln.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Regis Davis and Martha Davis, who are [] personally known to me or [] who have produced Florida Drivers' Licenses as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 16th day of January, 2007.

MELISSA D. ROSADO
Notary Public - State of Florida
My Commission Expires Feb 13, 2010
Commission # DD 517480
Bonded By National Notary Assn.

Melissa D. Rosado
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: Feb. 13, 2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 23 day of Jan, 2007, by J. Arnold & Joti M. Schorr, whose address is 300 N. Sweetwater Cove Blvd. Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 9, Block A, Sweetwater Oaks, Section —, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.
>
> **Parcel I.D. No.** 32-20-29-509-0A00-0090

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

TANIA MOLLA

PRINT NAME

SIGNATURE

CORRINE DEGUSMORE

PRINT NAME

PROPERTY OWNER(S):

ADDRESS: 300 N. Sweetwater Cove Blvd.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jay Schorr and Doti Schorr, who are [] personally known to me or [] who have produced FL. DL. as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 23 day of Jan, 2007.

JOSEPH R. WHITEHURST
Notary Public - State of Florida
My Commission Expires Jan 27, 2009
Commission # DD 390545

Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 1-27-2009

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by Robert A. & Elvia Birnholz, whose address is 116 Coveridge Ln, Longwood, Fl 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 16, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0160

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Keymulel S. Wright
SIGNATURE

Reginald L. Wright
PRINT NAME

Carolyn Bonnet Eymard
SIGNATURE

Carolyn Bonnet-Eymard
PRINT NAME

PROPERTY OWNER(S):

ADDRESS: 116 Coveridge Ln
Longwood, Fl 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert Birnholz and Elvia Birnholz, who are [] personally known to me or [] who have produced Fla. Dr. License as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 22nd day of January, 2007.

CYNTHIA CALDWELL
Notary Public - State of Florida
My Commission Expires Jan 24, 2010
Commission # DD510057

Cynthia Caldwell
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 1.24.2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by John D. & Audrey L. Gorman, whose address is 206 N. Sweetwater Cove Blvd, Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 5, Block A, Sweetwater Oaks, Section —, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-509-0A00-0050

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Lynne Kennerly
SIGNATURE

LYNNE KENNERLY
PRINT NAME

ELENE TREISCH
SIGNATURE

Elene Treisch
PRINT NAME

PROPERTY OWNER(S):

John D. Gorman

Audrey Gorman

ADDRESS: 206 N. Sweetwater Cove Blvd.
Longwood FL 32779

STATE OF Fla)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN D GORMAN and Audrey GORMAN, who are [] personally known to me or [] who have produced HIS DL HER DL as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 19 day of Jan, 2007.

Suzann Smith
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 1-27-2009

SUZANN SMITH
Notary Public - State of Florida
My Commission Expires Jan 27, 2009
Commission # DD 390543

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 18th day of January, 2007, by James & Elizabeth C. McGrath, whose address is 117 Coveridge Ln, Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

> That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 14, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0140

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

SCOTT HAYES
PRINT NAME

SIGNATURE

SCOTT M. CLEMENTS
PRINT NAME

PROPERTY OWNER(S):

Elizabeth C. McGrath

ADDRESS: 117 Coveridge Ln.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Orange)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James McGrath and Elizabeth McGrath, who are [X] personally known to me or [] who have produced _____ as identification and who executed the _____ acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 18th day of January, 2007.

KATHY D. THOMAS
Notary Public, State of Florida
My commission expires May 23, 2007
Commission No. DD213835

Kathy D. Thomas
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: May 23, 2007

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

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.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AHS/dre
11/02/06
P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution - Sidewalk Easement

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Jerry McCollum **EXT:** 5651

MOTION/RECOMMENDATION:
Adopt the Resolution accepting a Sidewalk Easement (Lee A. Harrop to Seminole County) for property necessary for the construction of a sidewalk along a portion of Raymond Avenue and North Street.

District 4 Carlton D. Henley Jerry McCollum

BACKGROUND:
The construction of a sidewalk adjacent to Raymond Avenue and North Street (see attached location map) will require property not currently owned by Seminole County. Lee A. Harrop has indicated his willingness to convey said easement, at no cost, as evidenced by the attached Sidewalk Easement. (CIP Number 192556).

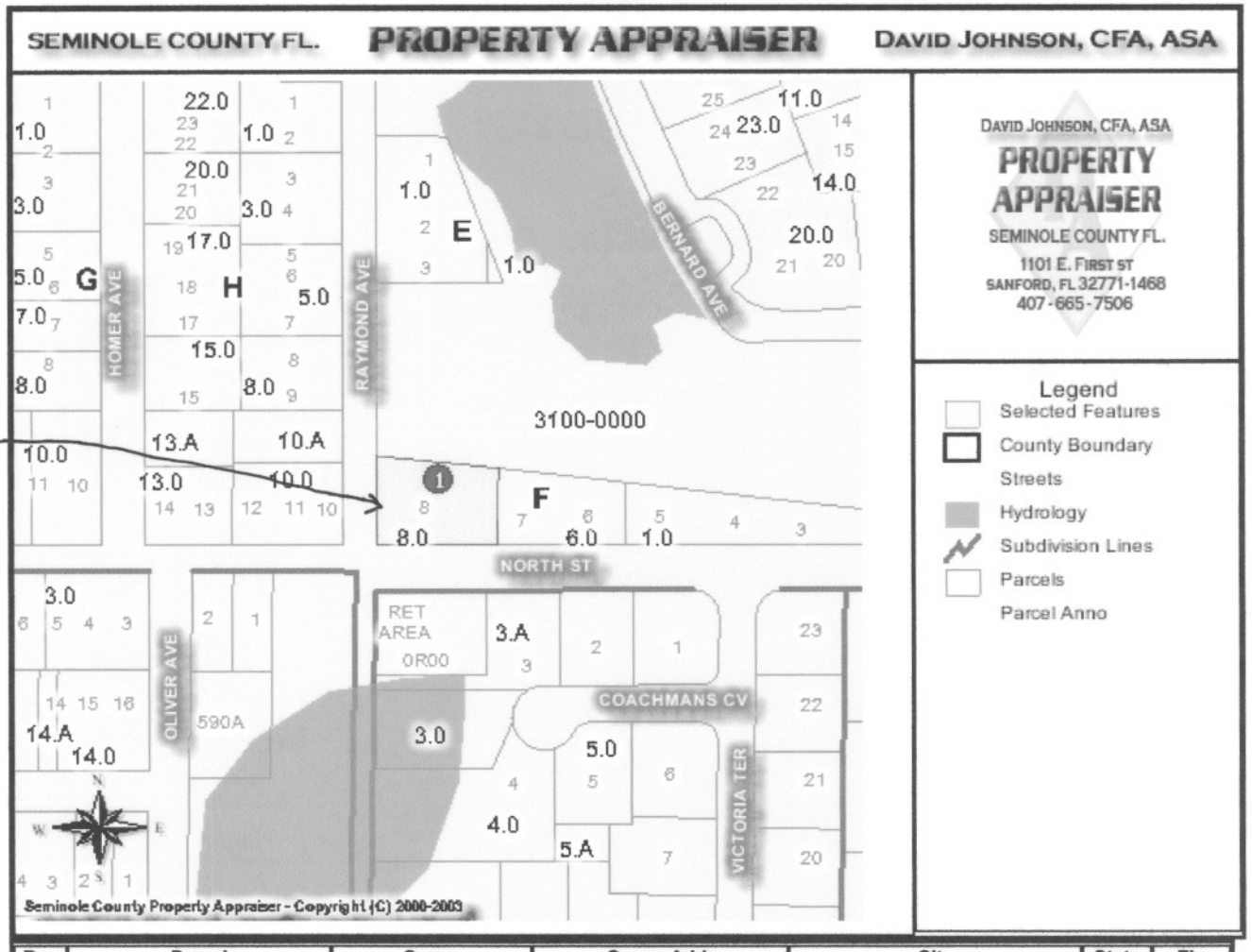
STAFF RECOMMENDATION:
Staff recommends the Board adopt the Resolution accepting a Sidewalk Easement (Lee A. Harrop to Seminole County) for property necessary for the construction of a sidewalk along a portion of Raymond Avenue and North Street.

ATTACHMENTS:

1. Location Map
2. Resolution
3. Sidewalk Easement

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

Location Map



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	0121295CK310F0080	HARROP LEE A	216 SOVEREIGN CT	ALTAMONTE SPRINGS	FL	32701

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, the Board of County Commissioners of Seminole County has determined that a necessity exists for protecting pedestrians along a portion of Raymond Avenue and North Street located in Section 01, Township 21 South, Range 29 East, in Seminole County, Florida; and

WHEREAS, the protection of pedestrians requires an easement that is not owned by the County of Seminole; and

WHEREAS, Lee A. Harrop, has indicated his willingness to donate to Seminole County the required Sidewalk Easement as evidenced by the executed Sidewalk Easement accompanying this Resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Sidewalk Easement conveying to Seminole County an easement over the land described within the Sidewalk Easement attached hereto.

BE IT FURTHER RESOLVED that the aforementioned Sidewalk Easement be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
Carlton Henley, Chairman

ATTEST:

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

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
05-21-2007

Document prepared by:
Warren Lewis, R/W-NAC, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Approved by:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT is made and entered into this 18th, day of May, 2007, by and between LEE A. HARROP, whose address is 216 SOVEREIGN COURT, ALTAMONTE SPRINGS, FLORIDA 32701, hereinafter referred to as 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 referred to as the GRANTEE;

WHEREAS, the purpose of this grant of easement is to facilitate the GRANTEE'S establishment of continuous sidewalks along its roads and streets for the benefit of the public,

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR do hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual, permanent easement and right-of-way for the construction and maintenance of a sidewalk, with full authority to enter upon, construct, reconstruct and maintain, as the GRANTEE and its assigns may deem necessary, a sidewalk over, under, and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

See Sketch of Description and Legal Description attached hereto as Exhibits "A-1" and "A-2."

Property Appraiser's Parent Parcel Identification No.:
01-21-29-5CK-310F-0080

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, remove from said easement all trees, undergrowth and other obstructions that may interfere with location, excavation, operation or maintenance of the sidewalk, and the GRANTOR, 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 easement that may interfere with the location, excavation, operation or maintenance of the sidewalk. No aluminum handrail to be installed. Solid concrete slab to be attached 4 inches above existing inlet grate.

THE GRANTEE, as part of the consideration for this grant, agrees, to the extent and limits permitted by law, to hold harmless, indemnify and defend the GRANTOR, their successors and assigns against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the construction or maintenance of the sidewalk within said easement by the GRANTEE.

GRANTOR does 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 this easement is being conveyed to GRANTEE in an AS IS, WHERE IS condition without any representations or warranties other than those specifically set forth in this sidewalk easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set their hand the day and year first above written.

WITNESSES:

(Sign) Heidi Miller
Print Name: Heidi Miller

(Sign)
Print Name: KEN MICKENBERG

LEE A. HARROP GRANTOR

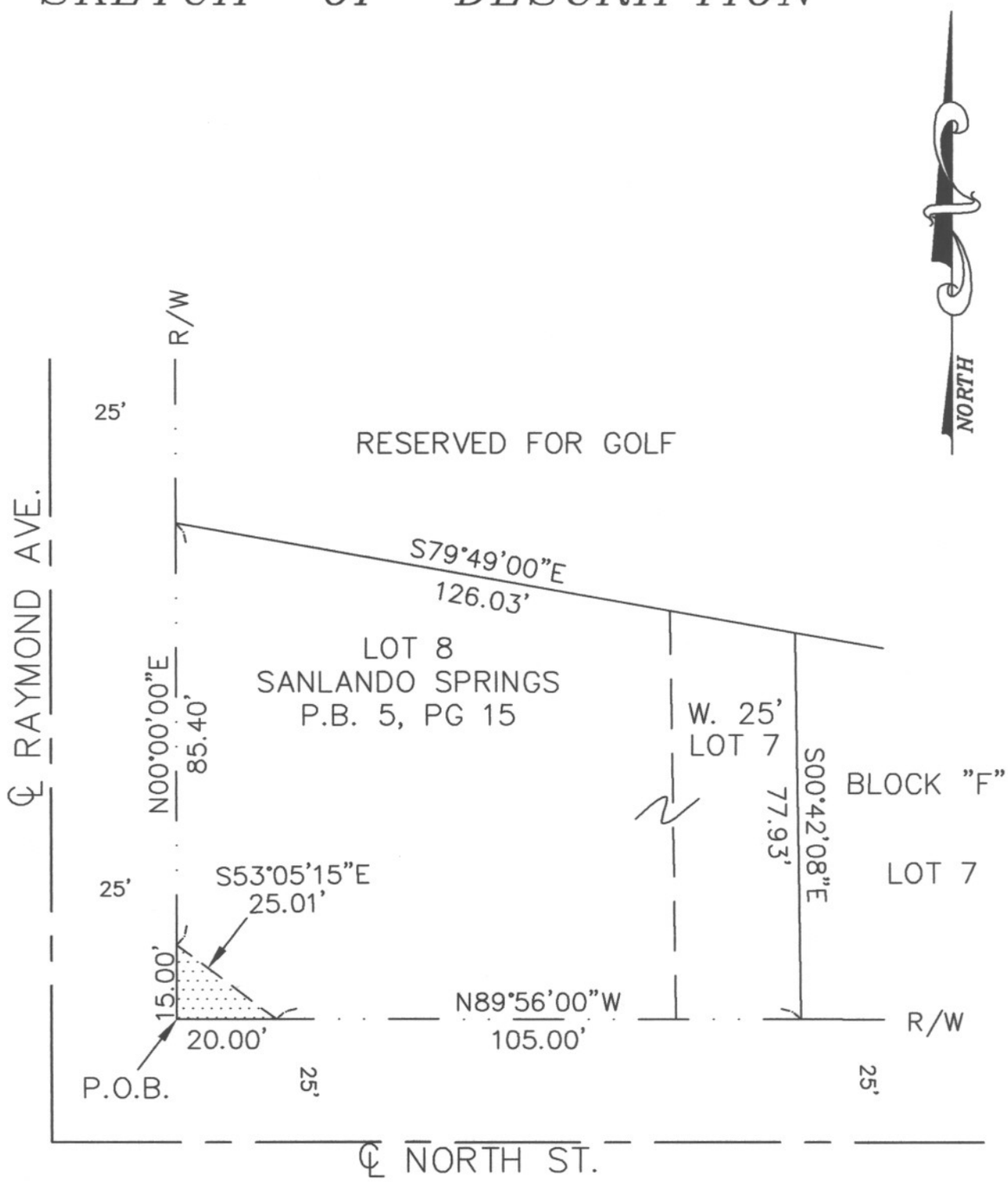
STATE OF FLORIDA)
) SS
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 15th day of May, 2007 by LEE A. HARROP, who is personally known to me or who has produced FL DL: H610-521-54-067-0 as identification and who did/did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
Heidi Ute Miller
Commission # DD419969
Expires June 30, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Heidi Ute Miller
Print Name: Heidi Ute Miller
Notary Public in and for the County and State Aforementioned

SKETCH OF DESCRIPTION



SHEET 1 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)665-5647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:

GARY A. LEISE P.L.S. FLA. CERT.# 4723

LEGEND

△ CENTRAL ANGLE (DELTA)	PB – PLAT BOOK
R – RADIUS	PG – PAGE (S)
CB – CHORD BEARING	ORB – OFFICIAL RECORDS BOOK
L – ARC LENGTH	SEC – SECTION – TOWNSHIP – RANGE
C – CHORD	PCL – PARCEL
O SET IRON PIN OR PIPE	PC – POINT OF CURVATURE
∘ FOUND IRON PIN OR PIPE	PT – POINT OF TANGENCY
□ SET CONCRETE MONUMENT	PI – POINT OF INTERSECTION
■ FOUND CONCRETE MONUMENT	PCC – POINT OF COMPOUND CURVE
P.O.B. – POINT OF BEGINNING	PRC – POINT OF REVERSE CURVE
P.O.C. – POINT OF COMMENCEMENT	M – MEASURED
P.O.T – POINT OF TERMANATION	P – PLAT
R/W – RIGHT OF WAY	F – FIELD
D – DEED	C – CALCULATED
C/L – CENTERLINE	P/L – PROPERTY LINE
UTIL – UTILITY	ESMT – EASEMENT

FIELD DATE: N/A	SCALE: 1"=30'
DATE: 03/29/07	DRAWN BY: L.W.
JOB NAME: 07-014	CHECKED BY:

EXHIBIT "A-1"

LEGAL DESCRIPTION

THAT PORTION OF LOT 8, BLOCK "F", SANLANDO SPRINGS, AS RECORDED IN PLAT BOOK 5, PAGE 15, OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 8, SAID CORNER BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF RAYMOND AVENUE; THENCE RUN N00°00'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN S53°05'15"E A DISTANCE OF 25.01 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTH STREET; THENCE RUN N89°56'00"W ALONG SAID NORTHERLY RIGHT-OF WAY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 150 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND

BEARINGS BASED ON :

THE NORTH RIGHT-OF-WAY LINE OF NORTH ST.

AS BEING N89°56'00"W

REVISIONS

	DATE	BY	REVISIONS	REQUESTED BY:
1				
2				
3				
4				

JOB NAME: 07-014	FIELD DATE: N/A	DATE: 03/29/07	SCALE: 1"=30'	DRAWN BY: L.W.	CHECKED BY:

EXHIBIT "A-2"

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution – Local Agency Program (LAP) Agreement with the Florida Department of Transportation for the design of sidewalks along East Hillcrest Street and Alpine Street. (FDOT FPN: 422572-1-38-01)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Brett Blackadar **EXT:** 5702

MOTION/RECOMMENDATION:
Adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation for the design of sidewalks along East Hillcrest Street and Alpine Street. (FDOT FPN: 422572-1-38-01).

District 4 Carlton D. Henley Jerry McCollom

BACKGROUND:
This Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement will provide $50,000.00 to fund the design of sidewalks along the north side of East Hillcrest Street from Virginia Avenue to east of Palm Springs Drive and along the north side of Alpine Street from east of Palm Springs Drive to Evergreen Avenue (CIP Number 192599). The funds are being provided through the District Wide Community Traffic Safety Program in order to improve pedestrian access to Altamonte Elementary School. The design phase of this project is programmed in the Fiscal Year 2007/08 Budget.

In the FDOT Fiscal Year 2009/2010 Budget, an additional $437,262.00 is allocated for the construction of these improvements. The State's funding of the construction phase will be addressed in a separate, future LAP Agreement with FDOT.

STAFF RECOMMENDATION:
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation for the design of sidewalks along East Hillcrest Street and Alpine Street. (FDOT FPN: 422572-1-38-01).

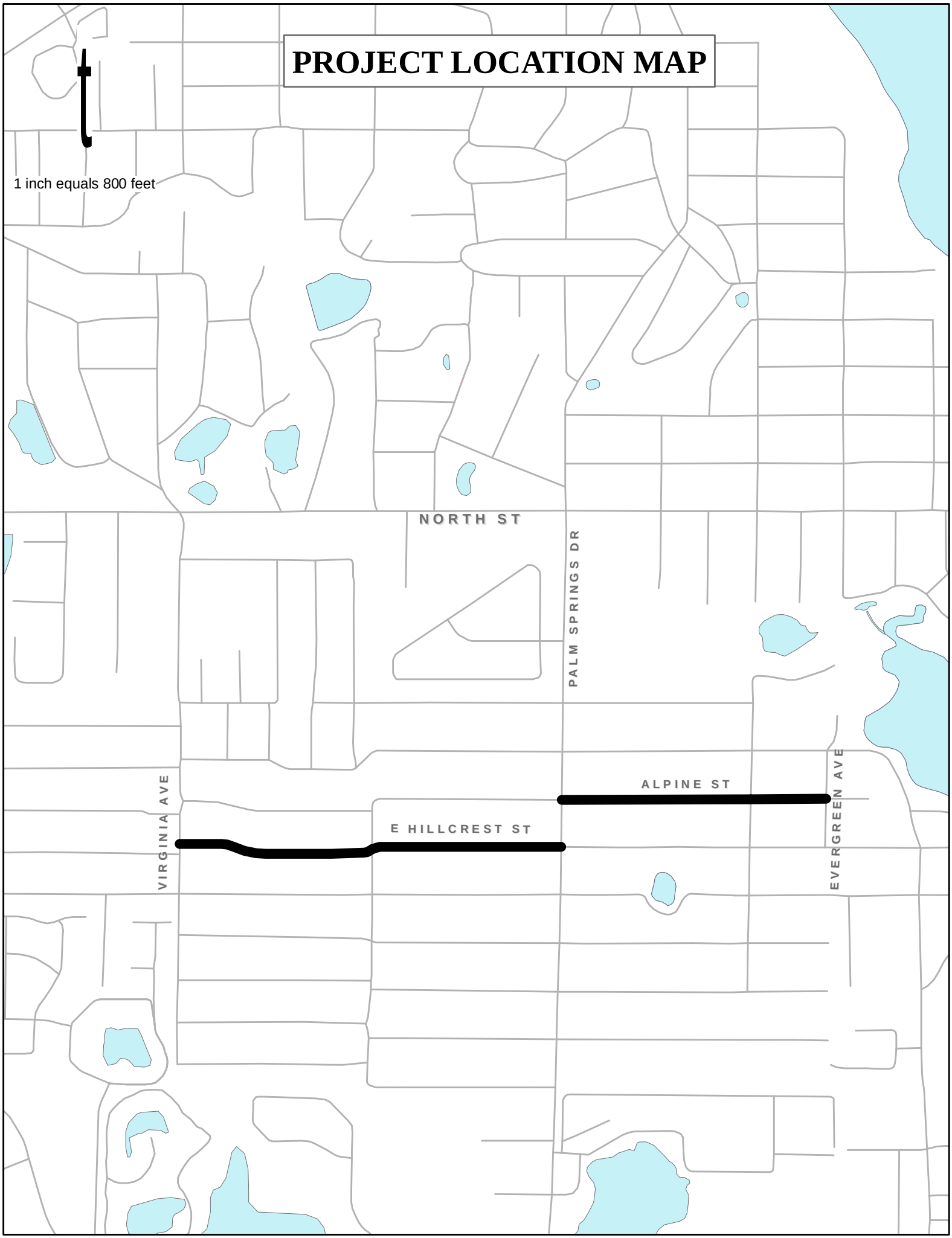
ATTACHMENTS:

1. Location Map
2. Resolution
3. Agreement

Additionally Reviewed By:

- ☑ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☑ County Attorney Review (Matthew Minter)
- ☑ Grant Review (Jennifer Bero, Lisa Spriggs)

PROJECT LOCATION MAP



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

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 26th DAY OF JUNE, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the design of sidewalk along East Hillcrest Street and Alpine Street; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Local Agency Program Agreement for the aforementioned project, (FDOT FPN: 422572-1-38-01).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, (FDOT FPN: 422572-1-38-01).

ADOPTED THIS __26th__ DAY OF __JUNE_____A. D., 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____

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

_____

Carlton D. Henley, Chairman

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

County Attorney Document Review/Preparation Request

TO: Lola Pfeil, Legal Services Manager

FROM: Brett W. Blackadar, P.E., Principal Engineer BWB

THROUGH: Jerry McCollum, P.E., County Engineer

DATE: May 21, 2007

SUBJECT: Request for review of a Local Agency Program Agreement with the Florida Department of Transportation for the design of East Hillcrest Street and Alpine Street Sidewalks

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X Background Documents Attached o None available
(Must be Provided If Available)

Action Requested:

Please review this document as to form and legal sufficiency for submittal to the Board of County Commissioners at their regularly scheduled meeting of June 26th, 2007.

Requested Document Due Date: **June 30, 2007 to meet Sci-Net Schedule**

BWB/dr
Attachments

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 422572-1-38-01	Fund: SR2S	FLAIR Approp: 088849
Federal No: SRTS-014-A	Org Code: 55053010541	FLAIR Obj: 790089
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Obj:
County No: 77	Contract No:	Vendor No: F596-000-856-065

Data Universal Number System (DUNS) No: 80-939-7102

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424 hereinafter called the Agency.

W I T N E S S E T H:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of East Hillcrest Street and Alpine Street sidewalks and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A," "B," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before May 31, 2008. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is $ 50,000.00 . This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;

c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any

contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

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

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

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

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-549
      Deland, FL 32720

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

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

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

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards <u>directly</u> to each of the following:

   Marianne B. Takacs, Special Projects Analyst
   Florida Department of Transportation
   719 South Woodland Boulevard, MS 4-549
   Deland, FL 32720

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
Deland, FL 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-549
      Deland, FL 32720

   b) The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   a) The Department at each of the following address(es):

      Marianne B. Takacs, Special Projects Analyst
      Florida Department of Transportation
      719 South Woodland Boulevard, MS 4-549
      Deland, FL 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will

require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of 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.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one $1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

By: _____
Name:
Title:

Attest: _____
Title:

As to form:

_____
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title: Administrative Assistant

As to form:

_____
District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

_____
Carlton D. Henley, Chairman

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

Approved as to form and legal sufficiency.

_____
County Attorney

LOCAL AGENCY PROGRAM AGREEMENT

EAST HILLCREST STREET AND ALPINE STREET SIDEWALKS
(FDOT FPN #422572-1-38-01)

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 422572-1-38-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Seminole County, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773-7424.

Dated_____

PROJECT LOCATION:

The project ___ is __X__ is not on the National Highway System.

The project ___ is __X__ is not on the State Highway System.

PROJECT DESCRIPTION:

Design of 5-foot sidewalks on the north side of East Hillcrest Street from Virginia Avenue to the existing sidewalk east of Palm Springs Drive and on the north side of Alpine Street from Palm Springs Drive to Evergreen Avenue. The project length is approximately 0.85 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Invoices and Monthly Progress Report shall be submitted on a quarterly basis to:

Amy Sirmans, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 2-542
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) _____ Study to be completed by _____.

b) Design to be completed by May 31, 2008.

c) Right-of-Way requirements identified and provided to the Department by_____.

d) Right-of-Way to be certified by _____.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

e) Construction contract to be let by _____.

f) Construction to be completed by _____.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN:
Seminole County Public Works Department 520 West Lake Mary Boulevard, Suite 200 Sanford, Florida 32773-7424	422572-1-38-01

PROJECT DESCRIPTION

Name: East Hillcrest Street and Alpine Street sidewalks Length: ~ 0.85 miles

Termini: E. Hillcrest St.: from Virginia Ave. to existing sidewalk east of Palm Springs Dr.; Alpine St.: from Palm Springs Dr. to Evergreen Ave.

TYPE OF WORK By Fiscal Year		FUNDING (1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning	2006-2007			
	2007-2008			
	2008-2009			
	Total Planning Cost			
PD&E	2006-2007			
	2007-2008			
	2008-2009			
	Total PD&E Cost			
Design	2006-2007			
	2007-2008	$ 50,000.00		$ 50,000.00
	2008-2009			
	Total Design Cost	$ 50,000.00		$ 50,000.00
Right-of-Way	2006-2007			
	2007-2008			
	2008-2009			
	Total Right-of-Way Cost			
Construction	2006-2007			
	2007-2008			
	2008-2009			
	2009-2010			
	Total Construction Cost			
Construction Engineering and Inspection (CEI)				
	2006-2007			
	2007-2008			
	2008-2009			
	Total Construction Engineering Cost			
	Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT		**$ 50,000.00**		**$ 50,000.00**

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: $ 50,000.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by State DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution – Permanent Drainage Easements and a Temporary Construction Easement for the Prairie Lake Outfall Drainage Improvements

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Jerry McCollum **EXT:** 5651

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Resolution accepting Permanent Drainage Easements (2) and a Temporary Construction Easement for the Prairie Lake Outfall Drainage Improvements.

District 4 Carlton D. Henley Jerry McCollum

BACKGROUND:

Improvements to the drainage outfall of Prairie Lake will require property not currently owned by Seminole County along with a Temporary Construction Easement. Clive Thomas Crawford and Tara Lee Crawford have indicated their willingness to donate, at no cost, a Permanent Drainage Easement; and Lynn Lefkowitz Shader has indicated her willingness to donate, at no cost, a Permanent Drainage Easement; and Fayge S. Cohen, Trustee, has granted a Temporary Construction Easement, at no cost, as evidenced by the attached documents. (CIP Number 00229109).

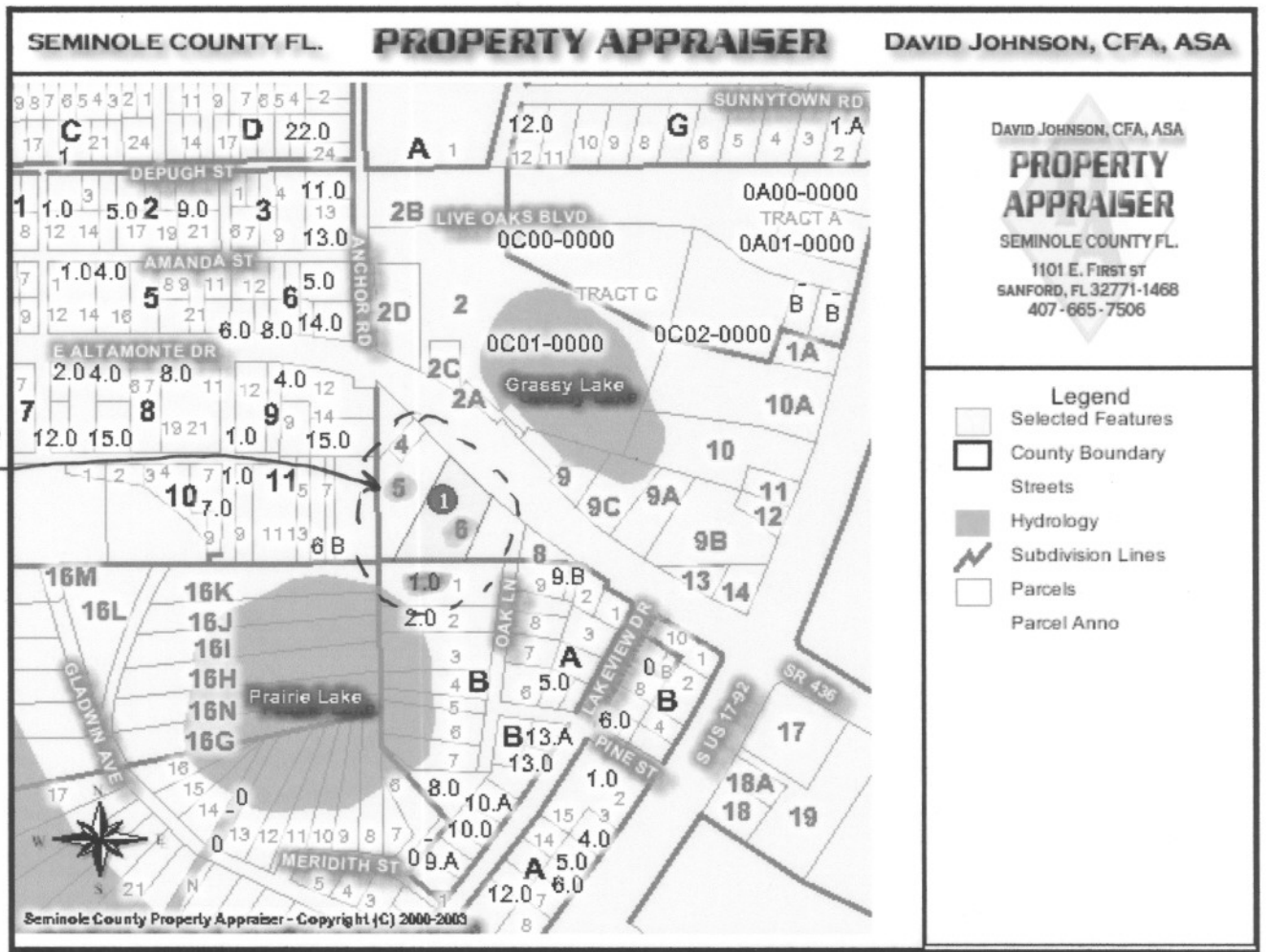
STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the Resolution accepting Permanent Drainage Easements (2) and a Temporary Construction Easement for the Prairie Lake Outfall Drainage Improvements

ATTACHMENTS:

1. Location Map
2. Resolution
3. Permanent Drainage Easements/TCE

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

LOCATION MAP



Subject Parcels

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	17213030000600000	SHADER LYNN L	7245 FLAGSTAFF RD	BOULDER	CO	80302

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 outfall drainage improvements for Prairie Lake located in Section 17, Township 21 South, Range 30 East, in Seminole County, Florida; and

WHEREAS, the outfall drainage improvements will require easements that are not owned by the County of Seminole; and

WHEREAS, Clive Thomas Crawford and Tara Lee Crawford and Lynn Lefkowitz Shader, have indicated their willingness to donate to Seminole County the required Permanent Drainage Easements as evidenced by the executed Permanent Drainage Easements accompanying this resolution; and

WHEREAS, Fayge S. Cohen, Trustee of the Fayge S. Cohen Revocable Trust dated September 9, 1993, has indicated her willingness to donate to Seminole County the required Temporary Construction Easement as evidenced by the executed Temporary Construction Easement accompanying this resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Permanent Drainage Easements and the Temporary Construction Easement conveying to Seminole County the land described within the Permanent Drainage Easements and Temporary Construction Easement attached hereto.

BE IT FURTHER RESOLVED that the aforementioned Permanent Drainage Easements and Temporary Construction Easement be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

ATTEST:

_____
Carlton Henley, Chairman

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

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
05-21-2007

Document prepared by:
Warren Lewis, R/W-NAC, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Approved by:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

PERMANENT DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered this 22 day of May, 2007, by Clive Thomas Crawford and Tara Lee Crawford, his wife, whose address is 627 Anhinga Road, Winter Springs, Florida, 32708, hereinafter referred to as 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 referred to as the GRANTEE;

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual, permanent easement and right-of-way for drainage purposes with full authority to enter upon, desiltrate, sump, excavate, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, inlets, headwalls, 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:

See Legal Description and Sketch of Description attached hereto as Exhibit "A-1" and Exhibit "A-2"

Property Appraiser's Parent Parcel Identification No:
17-21-30-508-0B00-0010

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTOR further gives and grants unto the GRANTEE and it's assigns, the right to use such other area of land adjoining the above described easement and right-of-way as may be necessary and proper for the use of the equipment necessary to be utilized in digging and/or excavating the drainage area

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way undergrowth, and other obstructions, including structures that may interfere with the location, excavation, construction, operation and/or maintenance of the drainage facilities installed thereon by the Grantee and its assigns. The Grantor, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage structures, or any structures or appurtenant facilities installed thereon.

THE GRANTEE hereby consents to Grantor's installation of a fence, pavement, curbs, sod, other landscaping (excluding trees) and irrigation within the easement area provided that any such item, improvement and/or structure installed by the Grantor does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. The Grantor shall maintain at all times a minimum of twenty four (24) inches of dirt cover between the Grantee's drainage pipes and fence or any other item, improvement and/or structure owned and/or installed by the Grantor. The Grantor shall not plant any trees within the easement area described in Exhibits "A-1" and "A-2", and the Grantor agrees that it will be installing a fence or any other item, improvement and/or structure at its own risk. Notwithstanding the issuance of any permit to construct a fence, or any other item, structure or improvement, the Grantor recognizes and consents to the right of the Grantee or its successors or assigns, if applicable, to remove the fence or other structure, item or improvement from the easement area without compensation or reimbursement to the Grantor if said fence, item, structure or improvement is deemed to impede the purpose of utility of the easement.

THIS EASEMENT, and all covenants, terms, provisions, and conditions contained herein, shall inure and extend to and be obligatory and binding upon the successors and assigns, personal representatives, executors, lessees, and administrators of the parties hereto.

The Grantor contracts with the Grantee that: the Grantor lawfully owns the land in fee simple; the Grantor has good, right, and lawful authority to sell and convey the easement and right-of-way; the Grantor fully warrants the title to the land and will defend the land against the lawful claims of all persons; the land is free and clear of all liens and encumbrances, except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set their hand and seal, the day and year first above written.

WITNESSES:

(Sign) Jean J Collock
Print Name Jean J. Collock

(Sign) [signature]
Print Name: AL COLLOCK

(Sign) Jean J Collock
Print Name: Jean J Collock

(Sign) [signature]
Print Name: AL COLLOCK

[signature]
Clive Thomas Crawford

Tara Crawford
Tara Lee Crawford

STATE OF FLORIDA)
) SS
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 22 day of May, 2007, by Clive Thomas Crawford and Tara Lee Crawford, his wife, who are personally known to me or who has produced DL# C 616-118-72-443-0 / Clive Crawford as identification and did/did not take an oath. C 616-812-77-957-0 Tara Lee Crawford

Jean J Collock
Print Name: Jean J Collock
Notary Public in and for the County and State Aforementioned

JEAN J COLLOCK
Notary Public - State of Florida
My Commission Expires Feb 5, 2011
Commission # DD [illegible]
Bonded Through National Notary Assn.

(Notary Seal)

20' DRAINAGE EASEMENT

DESCRIPTION:

A portion of Lots 1 and 2 of Block "B" of the Replat of Block "C" of South Fern Park Subdivision as recorded in Plat Book 7, Page 81, Seminole County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 21 South, Range 30 East; thence along the South line of the Northwest 1/4 of said Section 17 North 89°16'06" East, 93.50 feet to the Southwest corner of the parcel described in Official Records Book 2032, Page 166, said point being the POINT OF BEGINNING; thence continuing along said South line North 89°16'06" East, 21.96 feet to a point on a line 20 feet East of and parallel with the Southerly projection of the West line of said parcel, South 23°39'06" West, 132.66', to the South line of the North 10 feet of said Lot 2 per Official records Book 5116, Page 1589; thence along said South line South 88°57'19" West, 22.01 feet to a point on the Southerly projection of said West line; thence along said Southerly projection North 23°39'06" East, 132.79 feet to the POINT OF BEGINNING.

Containing 2,654 square feet more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the North line of the Northwest 1/4 of Section 17, Township 21 South, Range 30 East, as being North 89°16'06" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.

NOTICE OF LIABILITY:

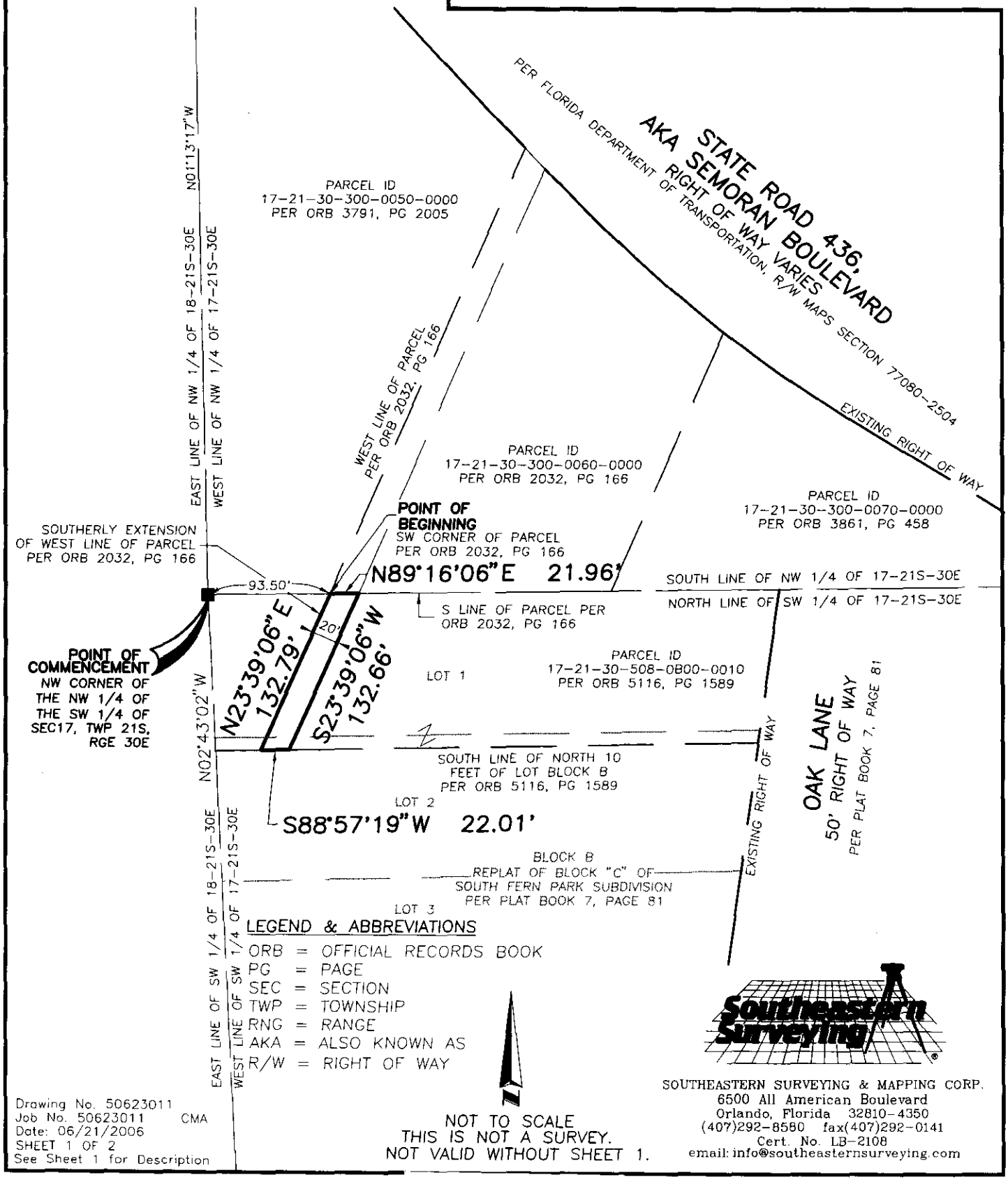
This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

NOT VALID WITHOUT SHEET 2.

DESCRIPTION	Date: 06/21/2006 CMA	CERT. NO. LB2108 50623011
FOR Inwood Consulting Engineers	Job No.: 50623011 / Scale: NOT TO SCALE	SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that **THIS IS NOT A SURVEY.**	GARY E. KRUCK REGISTERED LAND SURVEYOR NO. 4245
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

EXHIBIT "A-1"

SKETCH OF DESCRIPTION
20' DRAINAGE EASEMENT



LEGEND & ABBREVIATIONS

ORB = OFFICIAL RECORDS BOOK
PG = PAGE
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
AKA = ALSO KNOWN AS
R/W = RIGHT OF WAY

NOT TO SCALE
THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1.

Southeastern Surveying

SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

Drawing No. 50623011
Job No. 50623011 CMA
Date: 06/21/2006
SHEET 1 OF 2
See Sheet 1 for Description

EXHIBIT "A-2"

Prepared by:
Roland L. Raymundo, P.E., CFM
Seminole County Public Works Department
520 West Lake Mary Blvd.
Sanford, Florida 32773

Legal Description Prepared Under:
the Direction of:
Steve L. Wessels, P.L.S., County Surveyor
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

PERMANENT DRAINAGE EASEMENT

Parcel Tax I.D. #17-21-30-300-0060-0000

THIS PERMANENT DRAINAGE EASEMENT signed and given on 30 day of August 2006, by the GRANTOR, who is: Lynn Lefkowitz Shader, and the Grantor's address is: 7245 Flagstaff Road, Boulder, Colorado 80302, to the Grantee, who is: 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.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLAR ($1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, and inlets or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

AS DESCRIBED IN THE ATTACHED EXHIBIT "A".

TO HAVE AND TO HOLD, said exclusive easement and right-of-way unto said Grantee and its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, excavation, construction, operation and/or maintenance of the drainage facilities installed thereon by the Grantee and its assigns. The Grantor, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage structures, or any structures or appurtenant facilities installed thereon.

THE GRANTEE hereby consents to Grantor's installation of a fence, pavement, curbs, sod, other landscaping (excluding trees) and irrigation within the easement area provided that any such item, improvement and/or structure installed by the Grantor does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. The Grantor shall maintain at all times a minimum of twenty four (24) inches of dirt cover between the Grantee's drainage pipes and fence or any other item, improvement and/or structure owned and/or installed by the Grantor. The Grantor shall not plant any trees within the easement area described in Exhibit "A" and the Grantor agrees that it will be installing a fence or any other item, improvement and/or structure at its own risk. Notwithstanding the issuance of any permit to construct a fence, or any other item, structure or improvement, the Grantor recognizes and consents to the right of the Grantee or its successors or assigns, if applicable, to remove the fence or other structure, item or improvement from the easement area without compensation or reimbursement to the Grantor if said fence, item, structure or improvement is deemed to impeded the purpose of utility of the easement.

THIS EASEMENT, and all covenants, terms, provisions, and conditions contained herein, shall inure and extend to and be obligatory and binding upon the successors and assigns, personal representatives, executors, lessees, and administrators of the parties hereto.

The Grantor contracts with the Grantee that: the Grantor lawfully owns the Land in fee simple; the Grantor has good, right, and lawful authority to sell and convey the easement and right-of-way; the Grantor fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances, except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

The Grantor has signed this Easement on the date written above in the presence of the witnesses signing below:

WITNESSES:

Print Name: Ruby Ann Gregory

Print Name: Eliza A Clarkson

GRANTOR:

LYNN LEFKOWITZ SHADER

STATE OF FLORIDA) Colorado
COUNTY OF SEMINOLE) Boulder

The foregoing instrument was acknowledged before me this 30 day of August, 2006, by Lynn Shader, who is ( ) personally known to me or (✓) who has produced Drivers License as identification and who did take an oath.

NOTARY PUBLIC
JENNIFER E. TOTTEN
STATE OF COLORADO
My Comm. Exp. 07-22-2009

Notary Signature
Print Name: Jennifer E Totten

Commission #
My Commission Expires: 7/22/09

20' DRAINAGE EASEMENT

DESCRIPTION:

The West 20 feet of the parcel described in Official Records Book 2032, Page 166, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 17, Township 21 South, Range 30 East; thence along the South line of the Northwest 1/4 of said Section 17, North 89°16'06" East, 93.50 feet to the Southwest corner of said parcel, said point being the POINT OF BEGINNING; thence along the West line of said parcel North 23°39'06" East, 375.75 feet to the Southerly Right of Way line of State Road 436; thence along said Southerly Right of Way line South 43°36'20" East, 21.69 feet to a point 20 feet East of and parallel with said West line; thence along said parallel line South 23°39'06" West, 358.30 feet to a point on the said South line; thence along said South line South 89°16'06" West, 21.96 feet to the POINT OF BEGINNING.

Containing 7,341 square feet more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the West line of the Northwest 1/4 of Section 17, Township 21 South, Range 30 East, as being North 01°13'17" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.

NOTICE OF LIABILITY:

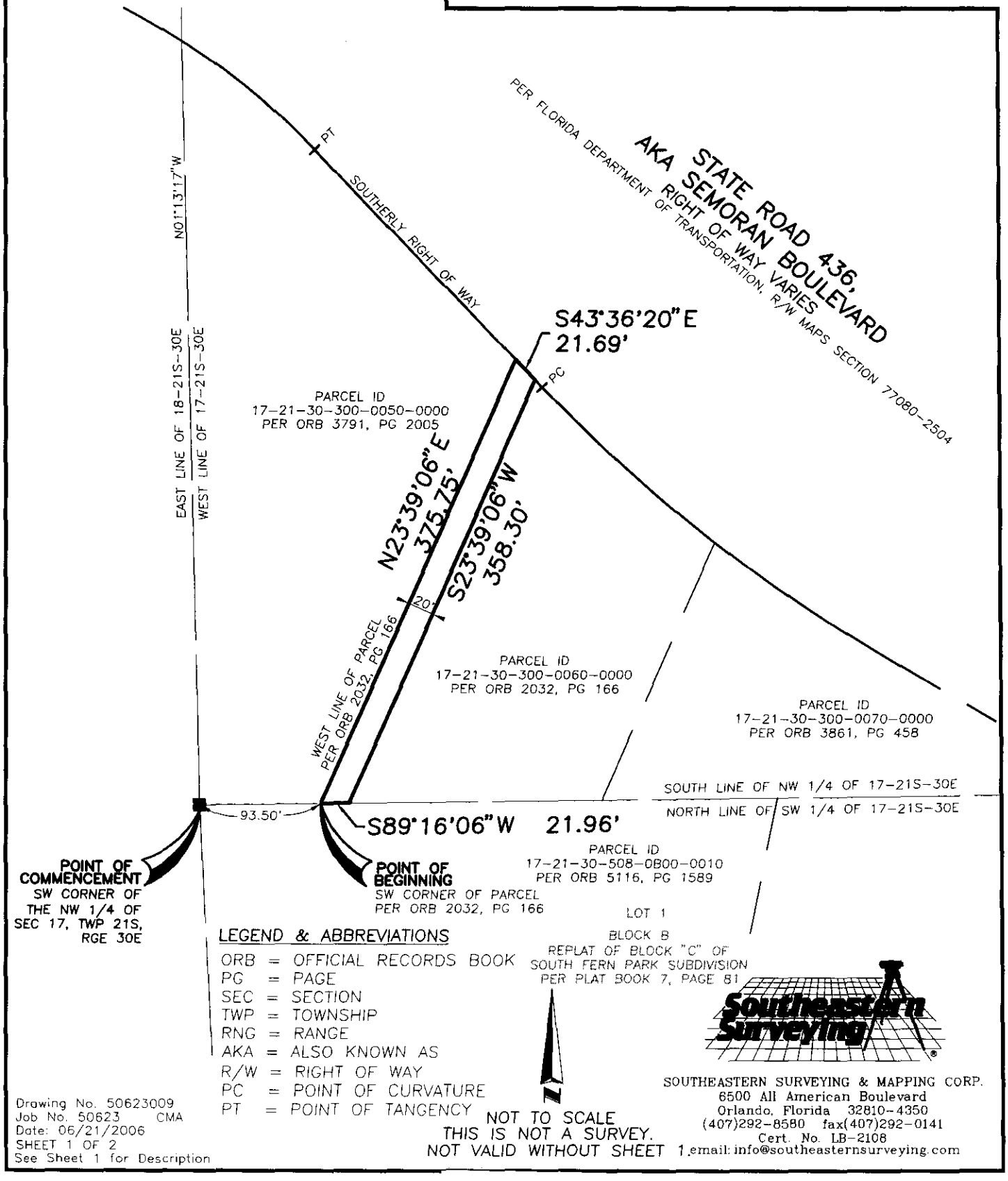
This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

NOT VALID WITHOUT SHEET 2.

DESCRIPTION	Date: 06/21/2006 CMA	CERT. NO. LB2108 50623009
FOR	Job No.: 50623009 / Scale: NOT TO SCALE	SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com
Inwood Consulting Engineers	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that **THIS IS NOT A SURVEY.**	GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

EXHIBIT "A-1"

SKETCH OF DESCRIPTION
20' DRAINAGE EASEMENT



LEGEND & ABBREVIATIONS

ORB = OFFICIAL RECORDS BOOK
PG = PAGE
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
AKA = ALSO KNOWN AS
R/W = RIGHT OF WAY
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY

NOT TO SCALE
THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1

Drawing No. 50623009
Job No. 50623 CMA
Date: 06/21/2006
SHEET 1 OF 2
See Sheet 1 for Description

Southeastern Surveying
SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

EXHIBIT "A-2"

Document Prepared By:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Legal Description Approved By:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT is made this 9th day of January, 2007 between Fayge S. Cohen, Trustee of the Fayge S. Cohen Revocable Living Trust dated September 9, 1993, whose address is 5912 North Dean Road, Orlando, Florida, 32817, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction, to enter upon the following described lands:

See Legal Description and Sketch of Description attached hereto as Exhibits "A-1" & "A-2"

Property Appraiser's Parent Parcel Identification No:
17-21-30-300-0050-0000

for the purpose of tying in and harmonizing said property thereon with the construction to be undertaken by the GRANTEE for outfall improvements including piping of open ditch, and for the purposes of utilizing said property for all other purposes that the GRANTEE deems or subsequently deem necessary or desirable during the course of the stormwater 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, as the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this Temporary Construction Easement.

THIS EASEMENT shall expire upon completion of this stormwater project, but no later than ONE (1) year from the beginning of construction of the 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 further assure the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year above written.

Signed, Sealed & Delivered
In the presence of:

(Sign): Heidi Miller
Print Name: Heidi Miller

(Sign): [signature]
Print Name: DAVID R. PICKERILL

Fayge S. Cohen

Fayge S. Cohen, Trustee of the Fayge S. Cohen Revocable Living Trust dated September 9, 1993

STATE OF FLORIDA)
) SS
COUNTY OF SEMINOLE)

I HEREBY CERTIFY, that on this 9th day of January, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Fayge S. Cohen, Trustee of the Fayge S. Cohen Revocable Living Trust, dated September 9, 1993, as amended, who is personally known to me or who has produced FLDL# C500-257-31-861-0 as identification and did/did not take an oath.

NOTARY PUBLIC STATE OF FLORIDA
Heidi Ute Miller
Commission # DD419969
Expires June 30, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Heidi Ute Miller
Print Name: Heidi Ute Miller
Notary Public in and for the County and State Aforementioned
My commission expires: June 30, 2008

TEMPORARY 20' CONSTRUCTION EASEMENT

DESCRIPTION:

The East 20 feet of the parcel described in Official Records Book 3791, Page 2005, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 17, Township 21 South, Range 30 East; thence along the South line of the Northwest 1/4 of said Section 17 North 89°16'06" East, 71.54 feet to the POINT OF BEGINNING; thence along a line 20 feet West of and parallel with the East line of said parcel North 23°39'06" East, 393.20 feet to the Southerly Right of Way line of State Road 436; thence along said Southerly Right of Way line South 43°36'20" East, 21.69 feet to the Northeast corner of said parcel; thence along the East line of said parcel South 23°39'06" West, 375.75 feet to a point on the said South line; thence along said South line South 89°16'06" West, 21.96 feet to the POINT OF BEGINNING.

Containing 7,689 square feet more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the West line of the Northwest 1/4 of Section 17, Township 21 South, Range 30 East, as being North 01°13'17" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.

NOTICE OF LIABILITY:

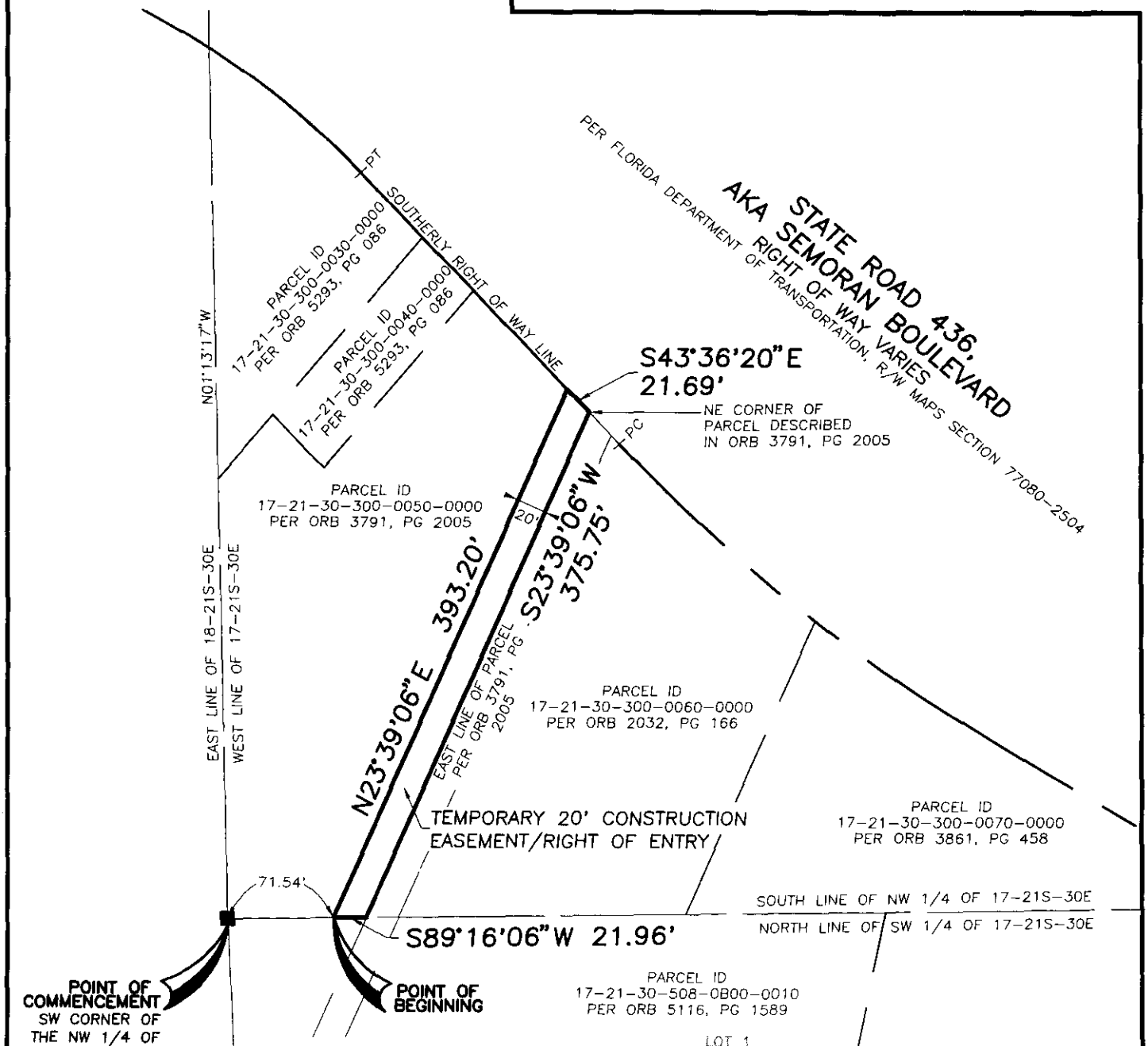
This survey is certified to those individuals shown on the face thereof. Any other use, benefit or reliance by any other party is strictly prohibited and restricted. Surveyor is responsible only to those certified and hereby disclaims any other liability and hereby restricts the rights of any other individual or firm to use this survey, without express written consent of the surveyor.

NOT VALID WITHOUT SHEET 2.

DESCRIPTION	Date: 06/21/2006 CMA	CERT. NO. LB2108 50623010
FOR	Job No.: 50623010 / Scale: NOT TO SCALE	SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4360 (407)292-8580 fax(407)293-0141 email: info@southeasternsurveying.com
Inwood Consulting Engineers	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that **THIS IS NOT A SURVEY.**	GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4246
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

EXHIBIT "A-1"

SKETCH OF DESCRIPTION
TEMPORARY 20' CONSTRUCTION EASEMENT



LEGEND & ABBREVIATIONS

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AKA = ALSO KNOWN AS
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R/W = RIGHT OF WAY

NOT TO SCALE
THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1.

Drawing No. 50623010
Job No. 50623010 CMA
Date: 06/21/2006
SHEET 1 OF 2
See Sheet 1 for Description

SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

EXHIBIT "A-2"

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement for Total Maximum Daily Load (TMDL) Activities

DEPARTMENT: Public Works **DIVISION:** Road Operations or Stormwater

AUTHORIZED BY: Gary Johnson **CONTACT:** Melissa Fitzgerald **EXT:** 5710

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Interlocal Agreement Between Seminole County and the seven cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) for work on federally-mandated Total Maximum Daily Load (TMDL) requirements and activities.

County-wide Melissa Fitzgerald

BACKGROUND:

In the summer of 2005, the Joint City/County Advisory Committee created and tasked a Stormwater Technical Committee to research and make recommendations to the Joint Committee concerning the federally-mandated TMDL Program compliance requirements. The federal and state TMDL programs are a component of the federally-mandated Clean Water Act and require that all natural water bodies be assessed for their overall health.

Water bodies that are determined to be unhealthy or "impaired", based on the State's water quality standards, require the development and implementation of specific management plans which will return the water bodies to their previously unimpaired or healthy state. There are currently 24 water bodies in Seminole County that have been identified as impaired. The vast majority of these water bodies are impaired for nutrients (nitrogen and phosphorus), which are generally a result of landscaping and lawn maintenance practices. These pollutants are carried away as a result of rainfall via the stormwater systems and/or through the groundwater, and eventually reach the receiving water bodies.

This interlocal agreement between all seven cities and Seminole County was created to significantly streamline inter-governmental cooperation and funding opportunities without creating a new entity or superseding the authority of individual jurisdictions. This interlocal agreement has been approved and recommended by the Joint City/County Advisory Committee, as well as approved and executed by all seven cities. Cooperation within this agreement is specifically understood to include both on-going TMDL-related activities and pollutant load-reduction projects. Areas for cooperation will include:

- TMDL
- National Pollution Discharge Elimination System (NPDES) Stormwater Permit
- Lake Management (regional or multi-jurisdictional aspects only)
- Educational Outreach
- Basin Studies/Watershed Assessments

An additional function of this agreement is to increase the effectiveness of all Seminole County local governments' abilities to collectively seek matching funds from regional, state and federal sources for implementation of TMDL-related activities and projects. Grants and other cost share applications are given more priority if there is more than one entity/local government identified on the application. Pooling of limited individual resources also provides a larger aggregate of matching funds. This agreement enables the necessary cooperation among the local governments without the requirement of separate interlocal agreements for each activity or project, while allowing each jurisdiction to continue to exercise judgment regarding when and how to cooperate. This agreement allows each jurisdiction to cooperate on only the projects and activities that they determine to be in their best interest and budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Interlocal Agreement Between Seminole County and the seven cities (Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) for work on federally-mandated Total Maximum Daily Loads (TMDL) requirements and activities.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

INTERLOCAL AGREEMENT FOR TOTAL MAXIMUM DAILY LOAD (TMDL) ACTIVITIES

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", the **CITY OF ALTAMONTE SPRINGS**, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as "ALTAMONTE SPRINGS", the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CASSELBERRY", the **CITY OF LAKE MARY**, a Florida municipal corporation, whose address is 100 N. Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as "LAKE MARY", the **CITY OF LONGWOOD**, a Florida municipal corporation, whose address is 175 W. Warren Avenue, Longwood, Florida, 32765, hereinafter referred to as the "LONGWOOD", the **CITY OF SANFORD**, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771, hereinafter referred to as "SANFORD", the **CITY OF OVIEDO**, a Florida municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "OVIEDO", and the **CITY OF WINTER SPRINGS**, a Florida municipal corporation, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708, hereinafter referred to as "WINTER SPRINGS".

W I T N E S S E T H:

WHEREAS, State's TMDL program requirement became effective in the Spring of 2006 and will be reflected in the National Polluntant

Discharge Elimination System (NPDES) permit requirements beginning in 2007; and

WHEREAS, meeting the requirements of the State TMDL program will require local governmental agencies to cooperate extensively on TMDL-related studies and projects; and

WHEREAS, such intergovernmental cooperation will result in more efficient, cost-effective TMDL compliance for each governmental agency, and less duplication of efforts overall; and

WHEREAS, entering into a cooperative interlocal governing TMDL activities will accomplish the following:

- Streamline cooperation on TMDL related issues without superseding the authority of any individual governmental entity.
- Increase the effectiveness of Seminole County local governments in seeking and obtaining matching funds from regional, State and Federal sources for implementation of TMDL-related activities.
- Allow local governments to share resources for development of effective programs for TMDL, NPDES, lake management, basin studies and educational outreach,

NOW, THEREFORE, in consideration of the premises and covenants of each party for the benefit of the others set forth below, the parties hereto agree as follows:

1. There is hereby established by the parties the Technical Coordination Group, hereinafter referred to as the "TCG", consisting of the following members, by position (or designee) in the respective jurisdictions:

- Principal Engineer - Stormwater Programs (COUNTY)
- Compliance Coordinator (ALTAMONTE SPRINGS)
- City Engineer (CASSELBERRY)
- Stormwater Professional Engineer (LAKE MARY)
- Community Development Coordinator (LONGWOOD)
- City Engineer (OVIEDO)
- City Engineer (SANFORD)
- City Engineer (WINTER SPRINGS)

2. The TCG shall meet as needed to jointly review TMDL-related activities in Seminole County and make recommendations to the governing boards of Seminole County governmental entities with respect to such activities and projects designed to meet TMDL-related needs. The TCG responsibilities shall include, but not be limited to, the following:

(a) For ongoing activities:

- Identify study priorities.
- Identify jurisdictions that should participate in each.
- Obtain concurrence from each jurisdiction's representative.
- Develop and recommend a cost sharing formula for each activity.
- Develop total TMDL activity-related expenditures for each jurisdiction.
- Develop/approve the scope for each joint study.

- Participate, where applicable and permitted, in selection of consultants and contractors for approved project.

(b) For capital projects:

- Identify priorities.
- Identify jurisdictions that should participate in each.
- Obtain concurrence from each jurisdiction.
- Develop and recommend agreed upon cost sharing formula specific to each project, addressing financing, contribution and payment issues and procedures to be used for processing and payment of change orders. (Jurisdictions participating in a project would have to agree to the formula for that project.)
- Seek matching funds from regional, State or Federal sources.
- Develop total TMDL project-related expenditures for each jurisdiction.
- Develop/approve scope.
- Seek board approvals.
- Participate, where applicable and permitted, in selection of consultants and contractors for approved project.

(c) The TCG shall also, on an annual basis or as deemed necessary by participating governmental entities, present reports on activities, projects, and progress with TMDL-related goals. Said reports shall contain TCG recommendations with respect to TMDL-related

projects requiring approval of the participating governmental entities.

3. Each party to this Agreement agrees that, upon its approval of, and award of, funds for any TCG recommended project, this Interlocal Agreement shall serve as authorization for the participating jurisdictions to proceed with that project without further written agreement between the parties, unless the parties deem it in their best interest with respect to the project to reduce additional issues to formal agreement.

4. Each party to this Agreement shall have the right of access at reasonable times to observe and inspect all the other parties books, records and other information of whatsoever nature related to TMDL activities and the work of the TCG.

5. Each party to this Agreement shall retain its right to approve, disapprove, or modify its participation in any TCG recommended project or activity and shall further retain its right to decide the amount of its financial participation, if any, in such projects and activities.

6. Any party may terminate its participation in this Agreement by giving sixty (60) days written notice of its intention to do so to the other parties. Upon a party's withdrawal from participation in this Agreement, its representation on the TCG shall also be withdrawn.

7. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any third party not a formal party thereto.

8. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations thereof to any other party.

9. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

10. Any provision of this Agreement which is prohibited or unenforceable under any laws shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, provided the rights and obligations of the parties hereto are not materially prejudiced and the intentions of the parties can continue to be effected.

11. Any notice to be given by any party to this Agreement to the other parties shall be sent by either hand delivery, registered or certified mail to the respective addresses shown below. Either party may change its notice address by giving proper written notice to the others as provided herein.

For COUNTY:

County Manager
1101 E. First Street
Sanford, FL 32771

For ALTAMONTE:

City Manager
225 Newburyport Avenue
Altamonte Springs, FL 32701

For CASSELBERRY:

City Manager
95 Lake Triplet Drive
Casselberry, FL 32707

For LAKE MARY:

City Manager
100 N. Country Club Road
Lake Mary, FL 32746

For LONGWOOD:

City Manager
175 W. Warren Avenue
Longwood, FL 32750

For OVIEDO:

City Manager
400 Alexandria Boulevard
Oviedo, FL 32765

For SANFORD:

City Manager
300 N. Park Avenue
Sanford, FL 32771
P.O. Box 1788, Sanford, FL 32772-1788

For WINTER SPRINGS:

City Manager
1126 E. S.R. 434
Winter Springs, FL 32708

12. This Agreement shall become effective upon its execution by all the parties and shall remain in effect until mutually terminated by the parties.

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

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

ATTEST:

PATSY WAINWRIGHT, City Clerk

Approved as to form and legal sufficiency.

SKIP FOWLER, City Attorney

CITY OF ALTAMONTE SPRINGS

By: _____
RUSSEL HAUCK, Mayor

Date: 1-2-07

ALTAMONTE SPRINGS INCORPORATED 1920 SEMINOLE COUNTY, FLORIDA

ATTEST:

_____
THELMA MCPHERSON, City Clerk

Approved as to form and legal sufficiency.

_____
CATHERINE REISHMANN, City Attorney

CITY OF CASSELBERRY

By: _____
BOB GOFF, Mayor

Date: _____

ATTEST:

_____
CAROL FOSTER, City Clerk

Approved as to form and legal sufficiency.

_____
CATHERINE REISHMANN, City Attorney

CITY OF LAKE MARY

By: _____
THOMAS C. GREENE, Mayor

Date: _____

ATTEST:

CITY OF ALTAMONTE SPRINGS

_____
PATSY WAINWRIGHT, City Clerk

By: _____
RUSSEL HAUCK, Mayor

Approved as to form and legal sufficiency.

Date: _____

_____
SKIP FOWLER, City Attorney

ATTEST:

CITY OF CASSELBERRY

Thelma McPherson
THELMA MCPHERSON, City Clerk

By: _____
BOB GOFF, Mayor

Approved as to form and legal sufficiency.

Date: January 18, 2007

Catherine Reischmann
CATHERINE REISHMANN, City Attorney

ATTEST:

CITY OF LAKE MARY

_____
CAROL FOSTER, City Clerk

By: _____
THOMAS C. GREENE, Mayor

Approved as to form and legal sufficiency.

Date: _____

_____
CATHERINE REISHMANN, City Attorney

ATTEST:

CITY OF ALTAMONTE SPRINGS

By: _____
RUSSEL HAUCK, Mayor

_____
PATSY WAINWRIGHT, City Clerk

Date: _____

Approved as to form and legal sufficiency.

_____
SKIP FOWLER, City Attorney

ATTEST:

CITY OF CASSELBERRY

By: _____
BOB GOFF, Mayor

_____
THELMA MCPHERSON, City Clerk

Date: _____

Approved as to form and legal sufficiency.

_____
CATHERINE REISHMANN, City Attorney

ATTEST:

CITY OF LAKE MARY

By: _____
THOMAS C. GREENE, Mayor

CAROL FOSTER, City Clerk

Date: 11-16-06 APPROVED

Approved as to form and legal sufficiency.

CATHERINE REISHMANN, City Attorney

ATTEST:

SARAH M. MIRUS, City Clerk

Approved as to form and legal sufficiency.

Teresa S. Roper, Acting City Attorney

CITY OF LONGWOOD

By: _____
JOHN MAINGOT, Mayor

Date: February 8, 2007

ATTEST:

_____
BARBARA BARBOUR, City Clerk

Approved as to form and legal sufficiency.

_____
WILLIAM L. COLBERT, City Attorney

CITY OF OVIEDO

By: _____
THOMAS G. WALTERS, Mayor

Date: _____

ATTEST:

_____
JANET R. DOUGHERTY, City Clerk

Approved as to form and legal sufficiency.

_____
WILLIAM L. COLBERT, City Attorney

CITY OF SANFORD

By: _____
LINDA KUHN, Mayor

Date: _____

ATTEST:

CITY OF LONGWOOD

_____
SARAH M. MIRUS, City Clerk

By: _____
JOHN MAINGOT, Mayor

Approved as to form and legal sufficiency.

Date: _____

_____
RICHARD TAYLOR, City Attorney

ATTEST:

CITY OF OVIEDO

_____
BARBARA BARBOUR, City Clerk

By: _____
THOMAS G. WALTERS, Mayor

Approved as to form and legal sufficiency.

Date: _____

_____
WILLIAM L. COLBERT, City Attorney

ATTEST:

CITY OF SANFORD

Janet R. Dougherty
JANET R. DOUGHERTY, City Clerk

By: Linda Kuhn
LINDA KUHN, Mayor

Approved as to form and legal sufficiency.

Date: January 22, 2007

William L. Colbert for
WILLIAM L. COLBERT, City Attorney

ATTEST:

CITY OF LONGWOOD

By: _____

SARAH M. MIRUS, City Clerk

JOHN MAINGOT, Mayor

Approved as to form and legal sufficiency.

Date: _____

_____

RICHARD TAYLOR, City Attorney

ATTEST:

CITY OF OVIEDO

By: _____

BARBARA BARBOUR, City Clerk

THOMAS G. WALTERS, Mayor

Approved as to form and legal sufficiency.

Date: 1/8/07

Linda K Ambrose for

WILLIAM L. COLBERT, City Attorney

ATTEST:

CITY OF SANFORD

By: _____

JANET R. DOUGHERTY, City Clerk

LINDA KUHN, Mayor

Approved as to form and legal sufficiency.

Date: _____

_____

WILLIAM L. COLBERT, City Attorney

ATTEST:

ANDREA LORENZO-LUACES, City Clerk

CITY OF WINTER SPRINGS

By: _____
JOHN F. BUSH, Mayor

Date: 11-6-07

Approved as to form and legal sufficiency.

ANTHONY A. GARGANESE, City Attorney

ATTEST:

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

County Attorney
AC/lpk
10/24/06
Interlocal all municipalities-TMDL

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amended Private Traffic Signal Maintenance Agreements - Countywide

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Renee Bumgardner **EXT:** 5678

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute nine of the fifteen Amended Private Traffic Signal Maintenance Agreements with private entities within Seminole County (9 total).

County-wide Melonie C. Barrington

BACKGROUND:
At the March 14, 2006, Board of County Commissioners' meeting, staff was given direction to proceed with terminating the Traffic Signal Maintenance Interlocal Agreements with the Cities within Seminole County. New agreements with five of the seven cities were approved at the August 22, 2006, County Commission meeting. Staff is now presenting nine (9) of the fifteen (15) corresponding Amended Private Traffic Signal Maintenance Agreements with private entities for approval.

Upon recommendation of the County Attorney's Office, the current Private Traffic Signal Maintenance Agreements were not terminated, but amended to reflect the new rate and appropriately define owner and County responsibility. The annual maintenance fee rate of $3,916 per signal is consistent with the rate used for the City agreements, and reflects staff's evaluation of annual costs incurred during the past two fiscal years to provide normal routine maintenance services. First Baptist Sweetwater, Inc. will be assessed 50% of the maintenance fee as approved by the Board on June 16, 2005. The new rate will be charged on a prorated basis effective June 1, 2007. Attached is a listing of the signal location(s) for nine of the fifteen private entities submitted for approval by the Board.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute nine of the fifteen Amended Private Traffic Signal Maintenance Agreements with private entities within Seminole County (9 total).

ATTACHMENTS:

1. Private Signal List
2. AlomaSq,Agrmt.
3. AlomaSq.Exh.B
4. AltamonteSSG Agrmt.
5. AltamonteSSG.Exh.B

6. FirstBapt.Sweetwater Agrmt.
7. FirstBapt.Sweetwater.ExhB
8. FleaWorld Agrmt.
9. FleaWorldExh.A
10. Northland.Agrmt.
11. Northland.Exh.B
12. SunLkPlaza.Agrmt.
13. SunLkPlaza.Exh.B
14. TrinityPrep.Agrmt.
15. TrinityPrep.Exh.B
16. RegencyCtr.Agrmt.
17. RegencyCtr. Exh.B
18. LkMaryCtr.Agrmt.
19. LKMaryCtr.ExhB

Additionally Reviewed By:

☑ County Attorney Review (Susan Dietrich)

Private Entity Traffic Signal Maintenance Agreements

AGREEMENTS SCHEDULED FOR BCC APPROVAL ON JUNE 26, 2007

Aloma Square Owners' Association, Inc. & Loma Vista Property Owners' Assoc. Inc.,
- SR 426 / Via Loma Place – Loma Vista Place

Altamonte/SSG, Inc.
- Montgomery Road/Gooding's Shopping Center

First Baptist Church of Sweetwater, Inc.
- Wekiva Springs Road / First Baptist Church of Sweetwater

Lake Mary Centre, LTD
- Lake Emma Road / Lake Mary Centre
- Lake Mary Boulevard / Lake Mary Centre

Northland, A Church Distributed, Inc.
- Dogtrack Road / Northland Church Entrance

Regency Centers, L.P.
- Red Bug Lake Road / Willa Springs Plaza

Sydney Levy and Marianne Levy
- US 17-92 / Bargain Blvd. (Flea World)

Sun Lake Plaza, Inc.
- SR 434 / Sun Shadow Drive

Trinity Preparatory School of Florida, Inc.
- SR 426 / Trinity Prep School

AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE COVENANT

THIS AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Covenant made and entered into on the 15th day of November, 2005, between **ALOMA SQUARE OWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation, whose mailing address is 5405 Diplomat Circle, Suite 100, Orlando, Florida 32810; **LOMA VISTA PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 5405 Diplomat Circle, Suite 100, Orlando, Florida 32810, hereinafter collectively referred to as "OWNERS," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing 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 OWNERS and COUNTY entered into the above referenced Covenant on November 15, 2005, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at the entrance of the intersection of S.R. 426 (Aloma Avenue) and Via Loma Place/Loma Vista Place to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County, Florida; and

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

WHEREAS, Section 9 of the Covenant provides that any amendments to the provisions of this Covenant 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 Covenant as follows:

1. Section 1 of the Covenant is amended to read:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNERS that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Covenant is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNERS an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNERS for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Covenant. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or subtractions of signals to/from the inventory of Traffic Signals subject to this Covenant as contained in Exhibit "A". As such, the OWNERS may request that a traffic signal be added to or subtracted from this

Covenant by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Covenant. Such acceptance of responsibility for the maintenance of a new traffic signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the OWNERS receive a written notification of such acceptance of addition or removal from the County Traffic Engineer. The OWNERS and COUNTY agree that the provisions of this Covenant including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Covenant.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

2. Section 2 of the Covenant is amended to read:

Section 2. Responsibilities of the OWNERS.

(a) Payment. The OWNERS agree to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Covenant, Section 1 (a). Further, the OWNERS shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as

described in Section 1 (a) of this Covenant. The OWNERS also agree to be responsible for the full cost of power required to operate the traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNERS agree to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNERS shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNERS shall give its successors, grantees and assigns written notice of this Covenant, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a covenant running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

3. Section 3 of the Covenant is amended to read:

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNERS shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per

intersection cost. This average cost will be the fee charged to the OWNERS and shall be calculated each year, based on actual cost averages from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNERS to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Covenant, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Covenant shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNERS.

4. Section 7 of the Covenant is amended to read:

Section 7. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Seminole County Traffic Engineer
Department of Public Works
Seminole County
140 Bush Boulevard
Sanford, Florida 32773

For OWNERS:

Aloma Square Owners' Association, Inc.
c/o Mr. W. Malcolm Clayton
5405 Diplomat Circle, Suite 100
Orlando, Florida 32801

And to:
Loma Vista Property Owners' Association, Inc.
c/o Mr. W. Malcolm Clayton
5405 Diplomat Circle, Suite 100
Orlando, Florida 32801

5. Section 11 of the Covenant is amended to read:

Section 11. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Covenant. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

6. Section 12 of the Covenant is amended to read:

Section 12. Parties Bound. This Covenant is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the land.

7. Section 13 of the Covenant is amended to read:

Section 13. Conflict of Interest.

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

(b) The OWNERS hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNERS, and that no such person shall have any interest during the term of this Covenant.

(c) The OWNERS shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

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

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

ATTEST:

LINDA S. DODGE, Secretary

(Corporate Seal)

ALOMA SQUARE OWNERS' ASSOCIATION, INC.

By: _____
W. MALCOLM CLAYTON, President/Director

Date: 2/28/2007

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of February, 2007, by W. MALCOLM CLAYTON and LINDA S. DODGE, as President/Director and Secretary, respectively, of Aloma Square Owners' Association, Inc., a Florida non profit corporation, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Aloma Square Owners' Association, Inc.

Notary Public State of Florida
Roxanne Murdoch
My Commission DD393309
Expires 02/06/2009

Roxanne Murdoch
Print Name ROXANNE MURDOCH
Notary Public in and for the County
And State aforementioned
My commission expires: 02/06/2009

ATTEST:

LOMA VISTA PROPERTY OWNERS' ASSOCIATION, INC.

LINDA S. DODGE, Secretary

By: W. MALCOLM CLAYTON, President/Director

(Corporate Seal)

Date: 2/28/2007

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 28th day of February, 2007, by W. MALCOLM CLAYTON and LINDA S. DODGE, as President/Director and Secretary, respectively, of Loma Vista Property Owners' Association, Inc., a Florida non profit corporation, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Loma Vista Property Owners' Association, Inc.

Notary Public State of Florida
Roxanne Murdoch
My Commission DD393309
Expires 02/06/2009

Roxanne Murdoch
Print Name ROXANNE MURDOCH
Notary Public in and for the County
And State aforementioned
My commission expires: 02/06/2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
11/28/06
P:\Users\lkennedy\My Documents\Public Works\Amended Traffic Signal Maintenance Covenant-Aloma Square.doc
Attachments:
Exhibit "A" - Traffic Signal Inventory List
Exhibit "B" - Legal Description

EXHIBIT "A"

SEMINOLE COUNTY - ALOMA SQUARE OWNERS' ASSOCIATION, INC., AND LOMA VISTA PROPERTY OWNERS' ASSOCIATION, INC.
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. SR 426 (Aloma Avenue) / Via Loma Place - Loma Vista Place

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $3,916.00 per signal.

SR 426/Via Loma Place - Loma Vista Place
Exhibit "B"

NORTH

SECTION 31 TWP 21 RANGE 31

LEGAL DESCRIPTION

LOT 4 LOMA VISTA PB 59
PGS 27 TO 30

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	SR 426 Via Loma Place - Loma Vista Place Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 January 2007

AMENDMENT TO SEMINOLE COUNTY-ALTAMONTE/SSG,INC.
TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into on the 27th day of August, 2002, between **ALTAMONTE/SSG, INC.**, f/k/a Stuart S. Golding Company, a Florida corporation, whose mailing address is 27001 U.S. Highway 19, Suite 2095, Clearwater, Florida 33761, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing 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 OWNER and COUNTY entered into the above referenced Agreement on August 27, 2002, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at the intersection of Montgomery Road at the entrance of the 434 Shopping Center f/k/a Goodings Plaza to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County, Florida; and

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

WHEREAS, Section 9 of the Agreement provides that any amendments to the provisions of this Agreement 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 amended to read:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNER that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Agreement is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNER an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNER for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Agreement. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or subtractions of signals to/from the inventory of Traffic Signals subject to this Agreement as contained in Exhibit "A". As such, the OWNER may request that a traffic signal be added to or subtracted from this Agreement by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Agreement.

Such acceptance of responsibility for the maintenance of a new traffic signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the OWNER receives a written notification of such acceptance of addition or removal from the County Traffic Engineer. The OWNER and COUNTY agree that the provisions of this Agreement including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Agreement.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

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

Section 2. Responsibilities of the OWNER.

(a) Payment. The OWNER agrees to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Agreement, Section 1 (a). Further, the OWNER shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1 (a) of this Agreement. The OWNER also agrees to be responsible for the full cost of power required to operate the

traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNER agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNER shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNER shall give its successors, grantees and assigns written notice of this Agreement, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a Agreement running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

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

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNER shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per intersection cost. This average cost will be the fee charged to the OWNER and shall be calculated each year, based on actual cost averages

from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNER to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Agreement, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Agreement shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNER.

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

Section 5. Termination of the Agreement. Without impairing its right to receive OWNER's payments already due, the COUNTY may terminate this Agreement (1) at any time by giving the OWNER thirty (30) days written notice thereof; or (2) by any method as set forth in Section 13 of this Agreement.

5. Section 6 of the Agreement is amended to read:

Section 6. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Seminole County Traffic Engineer
Department of Public Works
Seminole County
140 Bush Boulevard
Sanford, Florida 32773

For OWNER:

Altamonte/SSG, Inc.
27001 U.S. Highway 19 North, Suite 2095
Clearwater, Florida 33761

6. Section 10 of the Agreement is amended to read:

Section 10. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

7. Section 11 of the Agreement is amended to read:

Section 11. Parties Bound. This Agreement is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a Agreement running with the land.

8. Section 12 of the Agreement is amended to read:

Section 12. Conflict of Interest.

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

(b) The OWNER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital

stock) either directly or indirectly, in the OWNER, and that no such person shall have any interest during the term of this Agreement.

(c) The OWNER shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

9. Section 13 of the Agreement is added to read:

Section 13. Default and COUNTY's Remedies.

(a) It shall be a default if the OWNER fails to make any payment of costs due under this Agreement or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the OWNER fails in the performance of any other Agreement or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the OWNER shall have such time as is reasonably necessary to remedy the default provided that said OWNER promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by the OWNER, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Agreement, in which event the OWNER shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Agreement accrued through the date of termination; and (2) any other amount

necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the OWNER's failure to perform its obligations under this Agreement.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Agreement or any other amount due under the provisions of this Agreement, or because of the breach of any other Agreement, the OWNER shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

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

11. The parties hereto agree that the OWNER shall have no further responsibility or obligation as to the Seminole County, Altamonte/SSG, Inc., a Florida Corporation F/K/N, Stuart S. Golding Company and First Union National Bank of Florida, a National Banking Association Traffic Signal Maintenance Agreement dated December 10, 1996 and recorded in Book 226, Pages 2036-2046, Official Records of Seminole County, Florida.

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

ATTEST:

DAVID J. SCHER, Secretary

(Corporate Seal)

ALTAMONTE/SSG, INC.

By: _____
LOREN M. POLLACK, President

Date: 4/24/07

STATE OF Florida)

COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 25th day of April, 2007, by LOREN M. POLLACK and DAVID J. SCHER, as President and Secretary, respectively, of Altamonte/SSG, Inc., who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Altamonte/SSG, Inc.

_____
Print Name _____
Notary Public in and for the County
And State aforementioned
My commission expires: _____

Lynn L Ward
My Commission DD265585
Expires January 18, 2008

SIGNATURE BLOCK CONTINUED ON PAGE 10

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

SED/lpk
12/15/06
P:\Users\lkennedy\My Documents\Public Works\Amended Traffic Signal Maintenance Agreement-Altamonte SSG.doc

Attachments:
Exhibit "A" - Traffic Signal Inventory List
Exhibit "B" - Legal Description

EXHIBIT "A"

SEMINOLE COUNTY - ALTAMONTE/SSG, INC., A FLORIDA CORPORATION, F/K/A, STUART S. GOLDING COMPANY AND FIRST UNION BANK OF FLORIDA, A NATIONAL BANKING ASSOCIATION
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. Montgomery Road / Goodings Shopping Center

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

Altamonte/SSG, Inc. a Florida Corporation	**- 88%**
First Union National Bank Of Florida, a National Banking Association	**- 12%**

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $3916.00 per signal.

Montgomery Road/Gooding's Shopping Center
Exhibit "B"

NORTH

SECTION 03 TWP 21 RANGE 29

LEGAL DESCRIPTION

SEC 03 TWP 21S RGE 29E E 1/2 OF SE 1/4 OF SW 1/4 (LESS S 779.52 FT & BEG 1113.73 FT N & 34.59 FT W OF S 1/4 COR RUN W 160 FT N 150 FT E 126.68 FT S 6 DEG 40 MIN 6 SEC E 29.51 FT S 18 DEG 39 MIN 35 SEC E 77.01 FT S 6 DEG 40 MIN 6 SEC E 32.32 FT SLY ON CURVE 15.49 FT TO BEG & RDS) INFO: PT 530-0000-001A-RD CUTOUT FOR '95

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	Montgomery Road Gooding's Shopping Center Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 January 2007

AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE COVENANT

THIS AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Covenant made and entered into on the 16th day of June, 2005, between **FIRST BAPTIST CHURCH OF SWEETWATER, INC.**, a Florida non-profit corporation, whose mailing address is 3800 Wekiva Springs Road, Longwood, Florida 32779, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing 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 OWNER and COUNTY entered into the above referenced Covenant on June 16, 2005, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at the intersection of Wekiva Springs Road and the OWNER's property for the safe and efficient flow of traffic in Seminole County, Florida; and

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

WHEREAS, Section 9 of the Covenant provides that any amendments to the provisions of this Covenant 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 Covenant as follows:

1. Section 1 of the Covenant is amended to read:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNER that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Covenant is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNER an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNER for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Covenant. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or subtractions of signals to/from the inventory of Traffic Signals subject to this Covenant as contained in Exhibit "A". As such, the OWNER may request that a traffic signal be added to or subtracted from this Covenant by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Covenant. Such acceptance of responsibility for the maintenance of a new traffic

signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the OWNER receives a written notification of such acceptance of addition or removal from the County Traffic Engineer. The OWNER and COUNTY agree that the provisions of this Covenant including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Covenant.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

2. Section 2 of the Covenant is amended to read:

Section 2. Responsibilities of the OWNER.

(a) Payment. The OWNER agrees to pay one-half (1/2) of the Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Covenant, Section 1 (a). Further, the OWNER shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1 (a) of this Covenant. The COUNTY agrees to pay for the cost of power required to operate the traffic

signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNER agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNER shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNER shall give its successors, grantees and assigns written notice of this Covenant, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a covenant running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

3. Section 3 of the Covenant is amended to read:

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNER shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per intersection cost. One-half (1/2) of this average cost will be the fee charged to the OWNER and shall be calculated each year, based on actual

cost averages from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNER to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Covenant, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Covenant shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNER.

4. Section 5 of the Covenant is amended to read:

Section 5. Termination of the Covenant. Without impairing its right to receive OWNER's payments already due, the COUNTY may terminate this Covenant (1) at any time by giving the OWNER thirty (30) days written notice thereof; or (2) by any method as set forth in Section 13 of this Covenant.

5. Section 10 of the Covenant is amended to read:

Section 10. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Covenant. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

6. Section 11 of the Covenant is amended to read:

Section 11. Parties Bound. This Covenant is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the land.

7. Section 12 of the Covenant is amended to read:

Section 12. Conflict of Interest.

(a) The OWNER 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 Covenant with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The OWNER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNER, and that no such person shall have any interest during the term of this Covenant.

(c) The OWNER shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

8. Section 13 of the Covenant is added to read:

Section 13. Default and COUNTY's Remedies.

(a) It shall be a default if the OWNER fails to make any payment of costs due under this Covenant or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the OWNER fails in the performance of any other covenant or condition of this Covenant and does not cure

such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the OWNER shall have such time as is reasonably necessary to remedy the default provided that said OWNER promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by the OWNER, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Covenant, in which event the OWNER shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Covenant accrued through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the OWNER's failure to perform its obligations under this Covenant.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Covenant or any other amount due under the provisions of this Covenant, or because of the breach of any other covenant, the OWNER shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

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

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

ATTEST:

FIRST BAPTIST CHURCH OF SWEETWATER, INC.

Jenny H Prescott, Secretary

By: _____
DR. JOHN HOLLOWAY
Executive Associate ~~Pastor~~

(Corporate Seal)

Date: 3/28/07

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 28 day of March, 2007, by DR. JOHN HOLLOWAY, Executive Associate Pastor of First Baptist Church of Sweetwater, Inc., a Florida non-profit corporation, who is personally known to me or who has produced _____ as identification. He acknowledged before me that he executed the foregoing instrument as such managing member in the name and on behalf of First Baptist Church of Sweetwater, Inc.

Jill Rodriguez
My Commission DD325683
Expires July 23, 2008

Jill Rodriguez
Print Name Jill Rodriguez
Notary Public in and for the County
And State aforementioned
My commission expires: July 2008

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 its _____, 20___, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

SED/lpk
11/27/06 12/22/06 1/26/07
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Attachments:
Exhibit "A" - Traffic Signal Inventory List
Exhibit "B" - Legal Description

EXHIBIT "A"

SEMINOLE COUNTY - FIRST BAPTIST CHURCH OF SWEETWATER, INC.
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. Wekiva Springs Road / First Baptist Sweetwater

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $1958.00 per signal.

Wekiva Springs Road/First Baptist Church of Sweetwater
Exhibit "B"

NORTH

SECTION 31 TWP 20 RANGE 29

LEGAL DESCRIPTION

LEG SEC 31 TWP 20S RGE 29E BEG 289.58 FT N 01 DEG 04 MIN 56 SEC W OF INT NLY R/W WEKIVA SPGS RD & ELY R/W MIAMI SPGS DR RUN S 88 DEG 39 MIN 42 SEC E 180.16 FT SELY ON CURVE 30.6 FT S 01 DEG 04 MIN 56 SEC E 353.59 FT S 70 DEG 55 MIN 08 SEC E ON NLY R/W WEKIVA SPGS RD TO E LI SEC N TO S LI PEACE VALLEY MIAMI SPRINGS AS NOW LOCATED N 88 DEG 39 MIN 42 SEC W 698.3 FT S 40 DEG 29 MIN 12 SEC W 52.48 FT N 49 DEG 30 MIN 48 SEC W 19.78 FT NWLY ON CURVE 85.89 FT N 88 DEG 39 MIN 42 SEC W TO A PT N 01 DEG DEG 04 MIN 56 SEC W OF BEG S 01 DEG 04 MIN 56 SEC E 60.05 FT TO BEG (LESS SWEETWATER COVE)

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	Wekiva Springs Road/ First Baptist Church of Sweetwater Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 January 2007

TRAFFIC SIGNAL MAINTENANCE COVENANT

THIS COVENANT, made this ____ day of _____, 2009, by and between **SYDNEY LEVY and MARIANNE LEVY**, whose mailing address is c/o Flea World, 4311 S. Orlando Drive, Sanford, Florida 32773, hereinafter referred to as the "OWNERS," 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".

W I T N E S S E T H:

WHEREAS, Chapter 125, Florida Statutes, grants counties broad home rule powers to perform acts in the public interest; and

WHEREAS, on August 26, 1987, United Trophy Mfg., Inc., a Florida corporation, whose mailing address is 610 North Orange Avenue, Orlando, Florida 32801, entered into the Flea World Traffic Signal Agreement with COUNTY providing for the maintenance and repair of certain traffic signals in order to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County; and

WHEREAS, the terms and conditions of the aforementioned Agreement provided that said Agreement was binding upon and would inure to the benefit of the OWNERS, their heirs, successors, assigns, or any transferees whatsoever and, to that end, the burdens, covenants and promises therein made run with, follow and burden the land held in fee by OWNERS and described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the COUNTY and OWNERS hereby intend to restate the terms and conditions of the earlier Agreement in this Covenant which shall supersede and render null and void the aforementioned Agreement; and

WHEREAS, the OWNERS require continued maintenance of a traffic signal for the access drive located at the intersection of United States Highway 17-92 and Flea World, hereinafter referred to as the "Property"; and

WHEREAS, the OWNERS and the COUNTY desire to enter into a new mutually beneficial relationship whereby the COUNTY will maintain on a cost basis one or more traffic signals installed by the COUNTY for the OWNERS at said intersection, for which the OWNERS will retain financial responsibility for electrical power and continuing maintenance.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNERS that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Covenant is contained in Exhibit B, attached hereto and incorporated herein by reference, and hereinafter referred to as the Traffic Signals. The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNERS an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation

from the OWNERS for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Covenant. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge the addition of new signals to, or the subtraction of signals from, the inventory of Traffic Signals subject to this Covenant as contained in Exhibit B. As such, the OWNERS may request that a traffic signal be added to or subtracted from this Covenant by making such request in writing directly to the County Traffic Engineer at the address listed in Section 7 of this Covenant. Such acceptance of responsibility for the maintenance of a new traffic signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit B will not be effective until the OWNERS receive a written notification of such acceptance from the County Traffic Engineer of addition to or removal from said inventory. The OWNERS and COUNTY agree that the provisions of this Covenant including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Covenant.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform

Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee, as calculated in Section 3 hereof, on a yearly basis. Requests for payment of any additional charges, as outlined in section (a) above, which exceed those in Section 3 hereof, shall be billed to the OWNERS as incurred by the COUNTY.

Section 2. Responsibilities of the OWNERS.

(a) Payment. The OWNERS agree to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Covenant, Section 1(a). Further, the OWNERS shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1(a) of this Covenant. The OWNERS also agree to be responsible for the full cost of power required to operate the traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNERS agree to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNERS shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNERS shall give their successors, grantees and assigns written notice of this Covenant, which shall also be executed in a form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become

a covenant running with the land, described more particularly herein as:

SEE ATTACHED EXHIBIT A

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNERS shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in Seminole County, as documented and tracked by the computerized work management system (Maintstar), will be divided by the total number of signals in Seminole County to arrive at an average per intersection cost. This average cost will be the fee charged to the OWNERS and shall be calculated each year, based on actual cost averages from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNERS to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Covenant, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Covenant shall be as set forth in Exhibit B herein, and shall be increased or decreased from

time to time at the request of the County Traffic Engineer with written notice to the OWNERS.

Section 4. Term. This Covenant shall take effect upon execution by the COUNTY (the OWNERS having signed first) and shall remain in force perpetually unless terminated as provided herein.

Section 5. Default and COUNTY's Remedies.

(a) It shall be a default if the OWNERS fail to make any payment of costs due under this Covenant or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the OWNERS fail in the performance of any other covenant or condition of this Covenant and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the OWNERS shall have such time as is reasonably necessary to remedy the default provided that said OWNERS promptly take and diligently pursue such actions as are necessary.

(b) In the event of a default by the OWNERS, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Covenant, in which event the OWNERS shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Covenant accrued through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses,

fees, charges, or detriment proximately caused by the OWNERS' failure to perform their obligations under this Covenant.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Covenant or any other amount due under the provisions of this Covenant, or because of the breach of any other covenant, the OWNERS shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

Section 6. Termination of the Covenant. Without impairing its right to receive OWNERS' payments already due, the COUNTY may terminate this Covenant (1) at any time by giving the OWNERS thirty (30) days written notice thereof; or (2) by any method as set forth in Section 5 of this Covenant.

Section 7. Notices.

(a) Notice hereunder from one party to the other may be sent to:

For COUNTY:

Seminole County Traffic Engineer
Seminole County
140 Bush Loop
Sanford, Florida 32773

For OWNERS:

Sydney and Marianne Levy
c/o Flea World
4311 S. Orlando Drive
Sanford, Florida 32773

Any party may change, by written notice as provided herein, the addresses or persons designated for receipt of notices.

(b) For the purpose of annual budgeting, the COUNTY will submit a written notice to the OWNERS by March 1st of each year for all charges provided herein, to the extent they can be anticipated from prior years' charges.

Section 8. Severability. If any provision of this Covenant or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity shall not affect other provisions or applications of this Covenant which can be given effect without the invalid provision or application, and to this end the provisions of this Covenant are declared severable.

Section 9. Entire Agreement.

(a) The entire agreement of the parties is contained herein and this Covenant 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 Covenant shall be valid only when expressed in writing and duly signed by all parties, except as provided in Section 3.

Section 10. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Covenant. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit

Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

Section 11. Parties Bound. This Covenant is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the land.

Section 12. Conflict of Interest.

(a) The OWNERS 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 Covenant with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The OWNERS hereby certify that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNERS, and that no such person shall have any such interest during the term of this Covenant.

(c) The OWNERS shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

IN WITNESS WHEREOF, the parties have executed this Covenant as of the day and year first above written.

Witness

Print Name

Witness

Print Name

By: _____
SYDNEY LEVY

Date: 5/9/07

Witness

Print Name

Witness

Print Name

By: _____
MARIANNE LEVY

Date: 5/9/07

STATE OF SEMINOLE)
)
COUNTY OF FLORIDA)

The foregoing instrument was acknowledged before me this 9th day of May, 2007, by SYDNEY LEVY and MARIANNE LEVY, who are personally known to me or who have produced _____ as identification.

Print Name _____
Notary Public in and for the County
And State aforementioned
My commission expires: _____

WILLIAM R. RINALDI
Notary Public, State of Florida
My comm. exp. July 29, 2007
Comm. No. DD 231621

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
SED/lpk
12/4/06 4/25/07
P:\Users\lkennedy\My Documents\Public Works\Traffic Signal Maintenance Covenat-United Trophy.doc

Attachments:
Exhibit A - Parcel Identification Numbers
Exhibit B - Listing of Traffic Signals

EXHIBIT "B"

SEMINOLE COUNTY - SYNDEY LEVY AND MARIANNE LEVY
TRAFFIC SIGNAL MAINTENANCE COVENANT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. US 17-92 / Bargain Boulevard

Revised Date: 2007

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $3,916.00 per signal.

US 17-92/Bargain Boulevard
Exhibit "A"

NORTH

SECTION 14 TWP 20 RANGE 30

LEGAL DESCRIPTION

SEC 14 TWP 20S RGE 30E LAND ONLY BEG SW COR SEC RUN N TO SELY R/W US 17-92 NELY ON R/W TO A PT 446.6 FT E OF W LI SEC N TO N LI OF SW 1/4 OF SW 1/4 E TO A PT 523 FT W OF E LI OF SW 1/4 OF SE 1/4 S TO NLY R/W SR 427 SWLY ALONG NLY R/W TO S LI SEC W TO SE COR OF SW 1/4 OF SW 1/4 S TO NLY R/W SR 427 IN 23-20-30 WLY ALONG NLY R/W 900 (M) FT N 31 DEG 28 MIN W 104 FT W TO W LI OF SEC N TO BEG (LESS ST RD)

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	US 17-92/ Bargain Boulevard Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 January 2007

AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE COVENANT

THIS AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Covenant made and entered into on the 28th day of June, 2005, between **NORTHLAND, A CHURCH DISTRIBUTED, INC.**, a Florida non-profit corporation, whose mailing address is 530 Dog Track Road, Longwood, Florida 32750, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing 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 OWNER and COUNTY entered into the above referenced Covenant on June 28, 2005, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at the intersection of Dog Track Road and the OWNER's property for the safe and efficient flow of traffic in Seminole County, Florida; and

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

WHEREAS, Section 9 of the Covenant provides that any amendments to the provisions of this Covenant 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 Covenant as follows:

1. Section 1 of the Covenant is amended to read:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNER that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Covenant is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNER an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNER for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Covenant. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or subtractions of signals to/from the inventory of Traffic Signals subject to this Covenant as contained in Exhibit "A". As such, the OWNER may request that a traffic signal be added to or subtracted from this Covenant by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Covenant. Such acceptance of responsibility for the maintenance of a new traffic

signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the OWNER receives a written notification of such acceptance of addition or removal from the County Traffic Engineer. The OWNER and COUNTY agree that the provisions of this Covenant including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Covenant.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

2. Section 2 of the Covenant is amended to read:

Section 2. Responsibilities of the OWNER.

(a) Payment. The OWNER agrees to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Covenant, Section 1 (a). Further, the OWNER shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1 (a) of this Covenant. The OWNER also agrees to be responsible for the full cost of power required to operate the

traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNER agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNER shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNER shall give its successors, grantees and assigns written notice of this Covenant, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a covenant running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

3. Section 3 of the Covenant is amended to read:

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNER shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per intersection cost. This average cost will be the fee charged to the OWNER and shall be calculated each year, based on actual cost averages

from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNER to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Covenant, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Covenant shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNER.

4. Section 5 of the Covenant is amended to read:

Section 5. Termination of the Covenant. Without impairing its right to receive OWNER's payments already due, the COUNTY may terminate this Covenant (1) at any time by giving the OWNER thirty (30) days written notice thereof; or (2) by any method as set forth in Section 13 of this Covenant.

5. Section 10 of the Covenant is amended to read:

Section 10. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Covenant. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

6. Section 11 of the Covenant is amended to read:

Section 11. Parties Bound. This Covenant is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the land.

7. Section 12 of the Covenant is amended to read:

Section 12. Conflict of Interest.

(a) The OWNER 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 Covenant with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The OWNER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNER, and that no such person shall have any interest during the term of this Covenant.

(c) The OWNER shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

8. Section 13 of the Covenant is added to read:

Section 13. Default and COUNTY's Remedies.

(a) It shall be a default if the OWNER fails to make any payment of costs due under this Covenant or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the OWNER fails in the performance

of any other covenant or condition of this Covenant and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the OWNER shall have such time as is reasonably necessary to remedy the default provided that said OWNER promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by the OWNER, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Covenant, in which event the OWNER shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Covenant accrued through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the OWNER's failure to perform its obligations under this Covenant.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Covenant or any other amount due under the provisions of this Covenant, or because of the breach of any other covenant, the OWNER shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

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

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

ATTEST:

NORTHLAND, A CHURCH DISTRIBUTED, INC.

TIMOTHY WRIGHT , Secretary

By: _____
WILLIAM WOLFE, President

(Corporate Seal)

Date: _____

STATE OF Florida)

COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 1st day of March, 2007, by WILLIAM WOLFE and TIMOTHY WRIGHT, as President and Secretary, respectively, of Northland, a Church Distributed, Inc., a Florida non-profit corporation, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing member in the name and on behalf of Northland, a Church Distributed, Inc.

Notary Public State of Florida
Sarah M Mattingly
My Commission DD403120
Expires 03/06/2009

Print Name Sarah M. Mattingly
Notary Public in and for the County
And State aforementioned
My commission expires: 03/06/2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

SED/lpk
11/30/06
P:\Users\lkennedy\My Documents\Public Works\Amended Traffic Signal Maintenance Covenant-Northland.doc

Attachments:
Exhibit "A" - Traffic Signal Inventory List
Exhibit "B" - Legal Description

EXHIBIT "A"

SEMINOLE COUNTY - NORTHLAND, A CHURCH DISTRIBUTED, INC.
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. Dogtrack Road / Northland Church Entrance

REVISED 2007

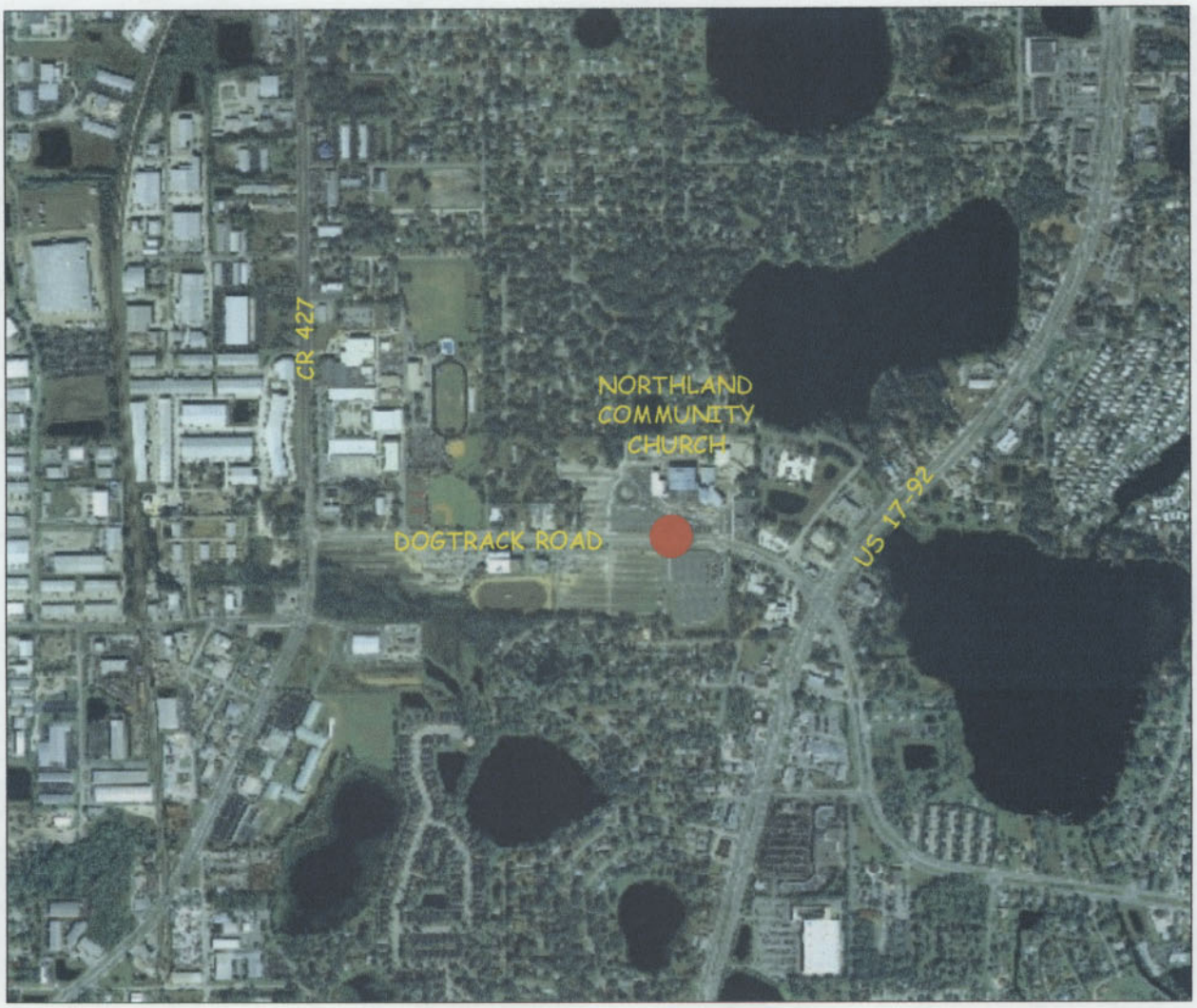
VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $3,916.00 per signal.

Dogtrack Road/Northland Church Entrance
Exhibit "B"

NORTH



LEGAL DESCRIPTION
LEG LOT 10 (LESS BEG 40 FT E OF SW COR RUN W 40 FT N 625.15 FT E 76.45 FT N 88.62 FT E 253.18 FT S 308.56 FT W 290 FT S TO BEG & RD ON S) CENTRAL PARK
PB 6 PG 99

SECTION 5 TWP 21 RANGE 30

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	Dogtrack Road Northland Church Entrance Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 January 2007

SECOND AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS SECOND AMENDMENT is made and entered into this ____ day of ____ _____, 2007, and is to that certain Agreement made and entered into on the 28th day of September, 2000, as amended on February 11, 2003, between **SUN LAKE PLAZA, INC.**, a Florida corporation, whose mailing address is 925 North Courtenay Parkway, Suite 28, Merritt Island, Florida 32953, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing 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, on September 28, 2000, OWNER's predecessor in interest, 434 Dixieventure, a general partnership, Post Office Box 807, Windermere, Florida 32786, and COUNTY entered into the Seminole County-434 Dixieventure Traffic Signal Maintenance Agreeemnt, hereinafter referred to as the "Agreement", setting forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at the intersection of S.R. 434 and Sun Shadow Drive to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County; and

WHEREAS, on February 11, 2003, the OWNER and COUNTY entered into Amendment No. 1 to Traffic Signal Maintenance Agreement Between Seminole County and 434 Dixieventure Adding New Owner, hereinafter referred to as the "Amendment", whereby OWNER adopted 434 Dixieventure's duties and obligations in the Agreement; and

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

WHEREAS, Section 9 of the Amendment provides that any amendments to the provisions of the Amendment 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 Amendment as follows:

1. Section 1 of Amendment is amended to read:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNER that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Second Amendment is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNER an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNER for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Agreement. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or subtractions of signals to/from the inventory of Traffic Signals subject to this Second Amendment as contained in Exhibit "A". As such, the OWNER may request that a traffic signal be added to or subtracted from this Second Amendment by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Second Amendment. Such acceptance of responsibility for the maintenance of a new traffic signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the OWNER receives a written notification of such acceptance of addition or removal from the County Traffic Engineer. The OWNER and COUNTY agree that the provisions of this Second Amendment including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Second Amendment.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

2. Section 2 of the Amendment is amended to read:

Section 2. Responsibilities of the OWNER.

(a) Payment. The OWNER agrees to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Second Amendment, Section 1 (a). Further, the OWNER shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1 (a) of this Second Amendment. The OWNER also agrees to be responsible for the full cost of power required to operate the traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNER agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNER shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNER shall give its successors, grantees and assigns written notice of this Second Amendment, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a covenant running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

3. Section 3 of the Amendment is amended to read:

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNER shall pay COUNTY a flat Annual Maintenance Fee for normal

routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per intersection cost. This average cost will be the fee charged to the OWNER and shall be calculated each year, based on actual cost averages from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNER to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Second Amendment, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Second Amendment shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNER.

4. Section 5 of the Amendment is amended to read:

Section 5. Termination. Without impairing its right to receive OWNER's payments already due, the COUNTY may terminate this Second Amendment (1) at any time by giving the OWNER thirty (30) days written notice thereof; or (2) by any method as set forth in Section 13 herein.

5. Section 6 of the Amendment is amended to read:

Section 6. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Seminole County Traffic Engineer
Seminole County
140 Bush Loop
Sanford, Florida 32773

For OWNER:

Sun Lake Plaza, Inc.
Attn: Mr. Robert Kodsi
P.O. Box 320219
Cocoa Beach, Florida 32932-0219

Either of the parties may change, by written notice as provided herein, the addresses or persons designated for receipt of notices.

6. Section 10 of the Amendment is amended to read:

Section 10. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Second Amendment. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

7. Section 11 of the Amendment is amended to read:

Section 11. Parties Bound. This Second Amendment is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the land.

8. Section 12 of the Amendment is amended to read:

Section 12. Conflict of Interest.

(a) The OWNER 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 Second Amendment with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The OWNER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNER, and that no such person shall have any interest during the term of this Second Amendment.

(c) The OWNER shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

9. Section 13 of the Amendment is added to read:

Section 13. Default and COUNTY's Remedies.

(a) It shall be a default if the OWNER fails to make any payment of costs due under this Second Amendment or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the OWNER fails in the performance of any other covenant or condition of this Second Amendment and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty

(30) days, in which case the OWNER shall have such time as is reasonably necessary to remedy the default provided that said OWNER promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by the OWNER, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Second Amendment, in which event the OWNER shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Second Amendment accrued through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the OWNER's failure to perform its obligations under this Second Amendment.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Second Amendment or any other amount due under the provisions of this Second Amendment, or because of the breach of any other covenant, the OWNER shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

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

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

ATTEST:

SUN LAKE PLAZA, INC.

ROBERT KODSI, Secretary

By: Maurice Kodsi
MAURICE KODSI, President

[Corporate Seal]

Date: 4-9-07

STATE OF Florida)

COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 9th day of April, 2007, by MAURICE KODSI and ROBERT KODSI, as President and Secretary, respectively, of Sun Lake Plaza, Inc., who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Sun Lake Plaza, Inc.

PAMELA O'HAGAN
MY COMMISSION EXPIRES SEP 18, 2009
#DD577653
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Pamela O'Hagan
Print Name Pamela O'Hagan
Notary Public in and for the County
And State aforementioned
My commission expires: Sept 18, 2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

SED/lpk
12/5/06
P:\Users\lkennedy\My Documents\Public Works\Amendment 2 Traffic Signal Maintenance-Sun Lake Plaza.doc

Attachments:
Exhibit "A" - Traffic Signal Inventory List
Exhibit "B" - Legal Description

EXHIBIT "A"

SEMINOLE COUNTY - SUN LAKE PLAZA, INC.
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. SR 434 / Sun Shadow Drive

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $3,916.00 per signal.

SR 434/Sun Shadow Drive
Exhibit "B"

NORTH

SECTION 4 TWP 21 RANGE 30

LEGAL DESCRIPTION

LOT 1 SUNSHADOW COMMERCIAL SUB PB 55 PGS 29 THRU 31

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	SR 434 Sun Shadow Drive Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 January 2007

AMENDMENT TO SEMINOLE COUNTY-TRINITY PREPARATORY SCHOOL
TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into on the 30th day of March, 1989, between **TRINITY PREPARATORY SCHOOL OF FLORIDA, INC.**, a Florida non-profit corporation, whose mailing address is 5700 Trinity Prep Lane, Winter Park, Florida 32792, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing 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 OWNER and COUNTY entered into the above referenced Agreement on March 30, 1989, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at the intersection of S.R. 426 and OWNER's property for the safe and efficient flow of traffic in Seminole County, Florida; and

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

WHEREAS, Section 9 of the Agreement provides that any amendments to the provisions of this Agreement 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 amended to read:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNER that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Agreement is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNER an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNER for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Agreement. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or subtractions of signals to/from the inventory of Traffic Signals subject to this Agreement as contained in Exhibit "A". As such, the OWNER may request that a traffic signal be added to or subtracted from this Agreement by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Agreement. Such acceptance of responsibility for the maintenance of a new traffic

signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the OWNER receives a written notification of such acceptance of addition or removal from the County Traffic Engineer. The OWNER and COUNTY agree that the provisions of this Agreement including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Agreement.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

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

Section 2. Responsibilities of the OWNER.

(a) Payment. The OWNER agrees to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Agreement, Section 1 (a). Further, the OWNER shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1 (a) of this Agreement. The OWNER also agrees to be responsible for the full cost of power required to operate the

traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNER agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNER shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNER shall give its successors, grantees and assigns written notice of this Agreement, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a Agreement running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

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

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNER shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per intersection cost. This average cost will be the fee charged to the OWNER and shall be calculated each year, based on actual cost averages

from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNER to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Agreement, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Agreement shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNER.

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

Section 5. Termination of the Agreement. Without impairing its right to receive OWNER's payments already due, the COUNTY may terminate this Agreement (1) at any time by giving the OWNER thirty (30) days written notice thereof; or (2) by any method as set forth in Section 13 of this Agreement.

5. Section 10 of the Agreement is added to read:

Section 10. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

6. Section 11 of the Agreement is added to read:

Section 11. Parties Bound. This Agreement is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a Agreement running with the land.

7. Section 12 of the Agreement is added to read:

Section 12. Conflict of Interest.

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

(b) The OWNER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNER, and that no such person shall have any interest during the term of this Agreement.

(c) The OWNER shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

8. Section 13 of the Agreement is added to read:

Section 13. Default and COUNTY's Remedies.

(a) It shall be a default if the OWNER fails to make any payment of costs due under this Agreement or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the OWNER fails in the performance

of any other Agreement or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the OWNER shall have such time as is reasonably necessary to remedy the default provided that said OWNER promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by the OWNER, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Agreement, in which event the OWNER shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Agreement accrued through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the OWNER's failure to perform its obligations under this Agreement.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Agreement or any other amount due under the provisions of this Agreement, or because of the breach of any other Agreement, the OWNER shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the

COUNTY.

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

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

ATTEST:

TRINITY PREPARATORY SCHOOL
OF FLORIDA, INC.

STEVEN WENNERSTROM, Business Manager

By: _____
CRAIG S. MAUGHAN, Headmaster

(Corporate Seal)

Date: 2/21/07

STATE OF Florida)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 21 day of February, 2007, by CRAIG S. MAUGHAN and STEVEN WENNERSTROM, as Headmaster and Business Manager, respectively, of Trinity Preparatory School of Florida, Inc., who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Trinity Preparatory School of Florida, Inc.

Barbara M. Griffin
Print Name Barbara M. Griffin
Notary Public in and for the County
And State aforementioned
My commission expires: 11/19/2009

BARBARA M. GRIFFIN
Comm# DD0479298
Expires 11/19/2009
Bonded thru (800)432-4254
Florida Notary Assn., Inc.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

SED/lpk
11/29/06 2/15/07
P:\Users\lkennedy\My Documents\Public Works\Amended Traffic Signal Maintenance Agreement-Trinity Prep.doc

Attachments:
Exhibit "A" - Traffic Signal Inventory List
Exhibit "B" - Legal Description

EXHIBIT "A"

SEMINOLE COUNTY - TRINITY PREPARATORY SCHOOL
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. SR 426 / Trinity Preparatory School Entrance

Revised Date: 2007

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $3,916.00 per signal.

SR 426/Trinity Preparatory School
Exhibit "B"

NORTH

SECTION 36 TWP 21 RANGE 30

LEGAL DESCRIPTION

LEG SEC 36 TWP 21S RGE 30E E 1/2 OF SW 1/4 S OF ST
RD 426 + E 400 FT OF SW 1/4
OF SW 1/4 S OF RD + S 660 FT OF W 165 FT OF E 1/2
(34.87 AC)

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	SR 426 Trinity Preparatory School Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 January 2007

AMENDMENT TO SEMINOLE COUNTY-REGENCY CENTERS, L.P.
TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into on the 17th day of August, 1992, between **REGENCY CENTERS, L.P.**, whose mailing address is One Independent Drive, Suite 114, Jacksonville, Florida 32202, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing 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 OWNER and COUNTY entered into the above referenced Agreement on August 17, 1992, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at the intersection of Red Bug Lake Road and Willa Springs Plaza for the safe and efficient flow of traffic in Seminole County, Florida; and

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

WHEREAS, Section 9 of the Agreement provides that any amendments to the provisions of this Agreement 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 amended to read:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNER that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Agreement is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNER an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNER for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Agreement. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or subtractions of signals to/from the inventory of Traffic Signals subject to this Agreement as contained in Exhibit "A". As such, the OWNER may request that a traffic signal be added to or subtracted from this Agreement by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Agreement. Such acceptance of responsibility for the maintenance of a new traffic

signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the OWNER receives a written notification of such acceptance of addition or removal from the County Traffic Engineer. The OWNER and COUNTY agree that the provisions of this Agreement including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Agreement.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

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

Section 2. Responsibilities of the OWNER.

(a) Payment. The OWNER agrees to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Agreement, Section 1 (a). Further, the OWNER shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1 (a) of this Agreement. The OWNER also agrees to be responsible for the full cost of power required to operate the

traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNER agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNER shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNER shall give its successors, grantees and assigns written notice of this Agreement, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a Agreement running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

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

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNER shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per intersection cost. This average cost will be the fee charged to the OWNER and shall be calculated each year, based on actual cost averages

from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNER to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Agreement, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Agreement shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNER.

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

Section 5. Termination of the Agreement. Without impairing its right to receive OWNER's payments already due, the COUNTY may terminate this Agreement (1) at any time by giving the OWNER thirty (30) days written notice thereof; or (2) by any method as set forth in Section 13 of this Agreement.

5. Section 6 of the Agreement is amended to read:

Section 6. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Seminole County Traffic Engineer
Department of Public Works
Seminole County
140 Bush Boulevard
Sanford, Florida 32773

For OWNER:

Regency Centers, L.P.
One Independent Drive, Suite 114
Jacksonville, Florida 32202

6. Section 10 of the Agreement is amended to read:

Section 10. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

7. Section 11 of the Agreement is amended to read:

Section 11. Parties Bound. This Agreement is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the land.

8. Section 12 of the Agreement is added to read:

Section 12. Conflict of Interest.

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

(b) The OWNER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital

stock) either directly or indirectly, in the OWNER, and that no such person shall have any interest during the term of this Agreement.

(c) The OWNER shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

9. Section 13 of the Agreement is added to read:

Section 13. Default and COUNTY's Remedies.

(a) It shall be a default if the OWNER fails to make any payment of costs due under this Agreement or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the OWNER fails in the performance of any other Agreement or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the OWNER shall have such time as is reasonably necessary to remedy the default provided that said OWNER promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by the OWNER, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Agreement, in which event the OWNER shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Agreement accrued through the date of termination; and (2) any other amount

necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the OWNER's failure to perform its obligations under this Agreement.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Agreement or any other amount due under the provisions of this Agreement, or because of the breach of any other Agreement, the OWNER shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

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

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

ATTEST:

REGENCY CENTERS, L.P.
a Delaware limited partnership

By: REGENCY CENTERS CORPORATION
a Florida corporation
Its General Partner

Scott R. Prigge, V.P.-GM, Property Ops.

By: Michael R. Kinsella, V.P.-Regional Officer

(Corporate Seal)

Date: 5-18-07

(seal)

STATE OF _____)
)
COUNTY OF FLORIDA)

The foregoing instrument was acknowledged before me this 8th day of June, 2007, by Mike Kinsella and Scott Prigge, as Regional Officer & V.P. Operations respectively, of Regency Centers Corporation, a Florida corporation, General Partner of Regency Centers, L.P., a Delaware limited partnership, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Regency Centers Corporation.

Donna Preece
Print Name Donna Preece
Notary Public in and for the County
And State aforementioned
My commission expires: 2/26/11

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

SED/lpk
4/27/07
P:\Users\lkennedy\My Documents\Public Works\Amended Traffic Signal Maintenance Covenant-Regency Center.doc

Attachments:
Exhibit "A" - Traffic Signal Inventory List
Exhibit "B" - Legal Description

EXHIBIT "A"

SEMINOLE COUNTY - WILLA SPRINGS PLAZA
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. RED BUG LAKE ROAD / WILLA SPRINGS PLAZA

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $3,916.00 per signal.

Red Bug Lake Road/Willa Springs Plaza
Exhibit "B"

NORTH

SECTION 24 TWP 21 RANGE 30

LEGAL DESCRIPTION

LEG SEC 24 TWP 21S RGE 30E BEG S 1 DEG 5 MIN 39 SEC W 75 FT & 220 FT E OF NW COR OF SE 1/4 RUN E 367.78 FT S 165.77 FT S 32 DEG 49 MIN 53 SEC E 144 FT N 57 DEG 10 MIN 7 SEC E 275 FT S 32 DEG 49 MIN 53
SEC E 205 FT S 57 DEG 10 MIN 7 SEC W 154.58 FT S 11 DEG 16 MIN 49 SEC E 123.64 FT S 78 DEG 43 MIN 11 SEC
W 593.7 FT W 330 FT N 01 DEG 05 MIN 39 SEC E 395 FT S 88 DEG 54 MIN 21 SEC E 50 FT N 57 DEG 10 MIN 07 SEC
E 204.88 FT N 01 DEG 05 MIN 39 SEC E 168.64 FT TO BEG (LESS RD) (10.89 AC)

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	Red Bug Lake Road/ Willa Springs Plaza Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 February 2007

AMENDMENT TO SEMINOLE COUNTY-LAKE MARY CENTRE, LTD.
TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into on the 14th day of February, 1989, between **EQUITY ONE (LAKE MARY) INC.**, a Florida corporation, whose mailing address is 1600 NE Miami Gardens Drive, North Miami Beach, Florida 33179, hereinafter referred to as "OWNER," as successor in interest to Lake Mary Centre, Ltd., a Florida limited partnership, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing 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, Lake Mary Centre, Ltd., a Florida limited partnership, predecessor in interest to OWNER, and COUNTY entered into the above referenced Agreement on February 14, 1989, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at (1) the intersection of Lake Emma Road and OWNER's property, lying approximately 500 feet south of the intersection of Lake Emma Road and Lake Mary Boulevard and (2) Lake Mary Boulevard and OWNER's property for the safe and efficient flow of traffic in Seminole County, Florida; and

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

WHEREAS, Section 9 of the Agreement provides that any amendments to the provisions of the Agreement 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 amended to read:

Section 1. Responsibilities of the COUNTY.

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNER that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Agreement is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNER an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNER for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Agreement. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or

subtractions of signals to/from the inventory of Traffic Signals subject to this Agreement as contained in Exhibit "A". As such, the OWNER may request that a traffic signal be added to or subtracted from this Agreement by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Agreement. Such acceptance of responsibility for the maintenance of a new traffic signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the OWNER receives a written notification of such acceptance of addition or removal from the County Traffic Engineer. The OWNER and COUNTY agree that the provisions of this Agreement including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Agreement.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

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

Section 2. Responsibilities of the OWNER.

(a) Payment. The OWNER agrees to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Agreement, Section 1 (a). Further, the OWNER shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1 (a) of this Agreement. The OWNER also agrees to be responsible for the full cost of power required to operate the traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNER agrees to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNER shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNER shall give its successors, grantees and assigns written notice of this Agreement, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a Agreement running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

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

Section 3. Calculation of Charges.

(a) Normal Routine Maintenance. Both parties agree that the OWNER shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per intersection cost. This average cost will be the fee charged to the OWNER and shall be calculated each year, based on actual cost averages from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNER to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Agreement, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Agreement shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNER.

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

Section 5. Termination of the Agreement. Without impairing its right to receive OWNER's payments already due, the COUNTY may terminate this Agreement (1) at any time by giving the OWNER thirty (30) days written notice thereof; or (2) by any method as set forth in Section 13 of this Agreement.

5. Section 6 of the Agreement is amended to read:

Section 6. Notices. Whenever either party desires to give notice unto the other, notice may be sent to:

For OWNER:

Equity One (Lake Mary) Inc.
1600 NE Miami Gardens Drive
North Miami Beach, Florida 33179

For COUNTY:

Seminole County Traffic Engineer
Department of Public Works
Seminole County
140 Bush Boulevard
Sanford, Florida 32773

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

Section 7. Representations. The undersigned represents that he is President of Equity One (Lake Mary), Inc.; that this document has been reviewed by the governing board of Equity One (Lake Mary), Inc.; that the governing board of Equity One (Lake Mary), Inc. has properly allowed entry into this Agreement and further authorized the undersigned to bind Equity One (Lake Mary), Inc. to the terms and conditions contained in this Agreement.

7. Section 10 of the Agreement is amended to read:

Section 10. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United Stated District Court, Middle District of Florida, Orlando Division.

8. Section 11 of the Agreement is amended to read:

Section 11. Parties Bound. This Agreement is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a Agreement running with the land.

9. Section 12 of the Agreement is added to read:

Section 12. Conflict of Interest.

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

(b) The OWNER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNER, and that no such person shall have any interest during the term of this Agreement.

(c) The OWNER shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

10. Section 13 of the Agreement is added to read:

Section 13. Default and COUNTY's Remedies.

(a) It shall be a default if the OWNER fails to make any payment of costs due under this Agreement or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if the OWNER fails in the performance of any other Agreement or condition of this Agreement and does not

cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the OWNER shall have such time as is reasonably necessary to remedy the default provided that said OWNER promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by the OWNER, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Agreement, in which event the OWNER shall immediately pay the COUNTY a sum of money equal to the total of: (1) the amount of any unpaid costs per this Agreement accrued through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the OWNER's failure to perform its obligations under this Agreement.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Agreement or any other amount due under the provisions of this Agreement, or because of the breach of any other Agreement, the OWNER shall pay to the COUNTY any and all expenses incurred therefore, including, but not limited to, reasonable attorney fees. If the COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

11. 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.

12. The OWNER hereby agrees to be bound by all of the terms and conditions for which the OWNER is responsible in the Seminole County - Lake Mary Centre, Ltd. Traffic Signal Maintenance Agreement dated February 14, 1989 and recorded in Book 148, Pages 1020-1025, Official Records of Seminole County, Florida.

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

ATTEST:

ARTHUR L. GALLAGHER, Secretary

(Corporate Seal)

EQUITY ONE (LAKE MARY) INC.

By: _____

JEFFREY S. OLSON, President

Date: June 1, 2007

STATE OF FLORIDA)
)
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 1st day of June, 2007, by JEFFREY S. OLSON and ARTHUR L. GALLAGHER, as President and Secretary, respectively, of EQUITY ONE (LAKE MARY) INC., who are personally known to me or who have produced n/a as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Equity One (Lake Mary) Inc.

EDITH MORALES
MY COMMISSION #DD 158077
EXPIRES: October 18, 2009
Bonded Thru Notary Public Underwriters

Print Name _____
Notary Public in and for the County and State aforementioned
My commission expires: 10-18-09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney
SED/lpk
11/29/06 4/30/07
P:\Users\lkennedy\My Documents\Public Works\Amended Traffic Signal Maintenance Agreement-Lake Mary Centre.doc

Attachments:
Exhibit "A" - Traffic Signal Inventory List
Exhibit "B" - Legal Description

EXHIBIT "A"

SEMINOLE COUNTY - LAKE MARTY CENTRE, LTD.
TRAFFIC SIGNAL MAINTENANCE
INTERLOCAL AGREEMENT

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. Lake Emma Road / Lake Mary Centre
2. Lake Mary Bouelvard / Lake Mary Centre

Revised Date: 2007

VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS

The following charges for the Annual Maintenance Fee under Section 3 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be $3,916.00 per signal.

Lake Emma Road/Lake Mary Centre
Lake Mary Boulevard/Lake Mary Centre
Exhibit "B"

NORTH

SECTION 18 TWP 20 RANGE 30

LEGAL DESCRIPTION

SEC 18 TWP 20S RGE 30E BEG 389.5 FT E & 651.47 FT N OF NW COR GREENWOOD LAKES UNIT 2 RUN W 175 FT N 360.80 FT W 363.73 FT N 196.46 FT NWLY ON CURVE 23.56 FT W 67.3 FT N 275.25 FT NWLY ON CURVE 62.83 FT N 35 DEG 36 MIN 38 SEC W 228.49 FT N 215 FT TO SLY R/W LAKE MARY BLVD E TO A PT N OF BEG S TO BEG (LESS BEG 341.43 FT W & 67.99 FT S OF N 1/4 COR RUN ELY ALONG SLY R/W LAKE MARY BLVD 270.27 FT S 185.6 FT W 270 FT N 197.01 FT TO BEG & BEG 11.7 FT E & 80 FT S OF N 1/4 COR RUN E 327.93 FT S 185 FT W 350 FT N 159.01 FT E 22 FT N 25.93 FT TO BEG) (12.987 AC

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE	Lake Emma Road/Lake Mary Centre Lake Mary Boulevard/ Lake Mary Centre Traffic Signal Maintenance Agreement	Seminole County Traffic Engineering 140 Bush Loop Sanford, Florida 32773 Phone (407) 665-5677 FAX (407) 665-5623 January 2007

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: CSX Transportation, Inc., Construction Agreement for Plumosa Avenue

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Renee Bumgardner **EXT:** 5678

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the CSX Transportation, Inc., Construction Agreement for Plumosa Avenue.

District 4 Carlton D. Henley Melonie C. Barrington

BACKGROUND:

The proposed Construction Agreement between Seminole County and CSX will facilitate replacement of an existing railroad crossing with a new concrete crossing surface at Plumosa Avenue located in Longwood. The existing crossing surface is asphalt which has significantly deteriorated between the railroad tracks and on the approaches. CSX has estimated reimbursable expenses for the construction / installation of a complete new crossing surface will be $132,418.00. This work is not in conjunction with any other widening or safety project; it is solely to refurbish the roadway crossing over the railroad track at this location. The Preliminary Engineering was approved at the March 28, 2006 Board meeting. The Construction Agreement provides for payment to CSX for construction and all related work for this project. This project (CIP#202317) is budgeted in fiscal year 06/07.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the CSX Transportation, Inc., Construction Agreement for Plumosa Avenue.

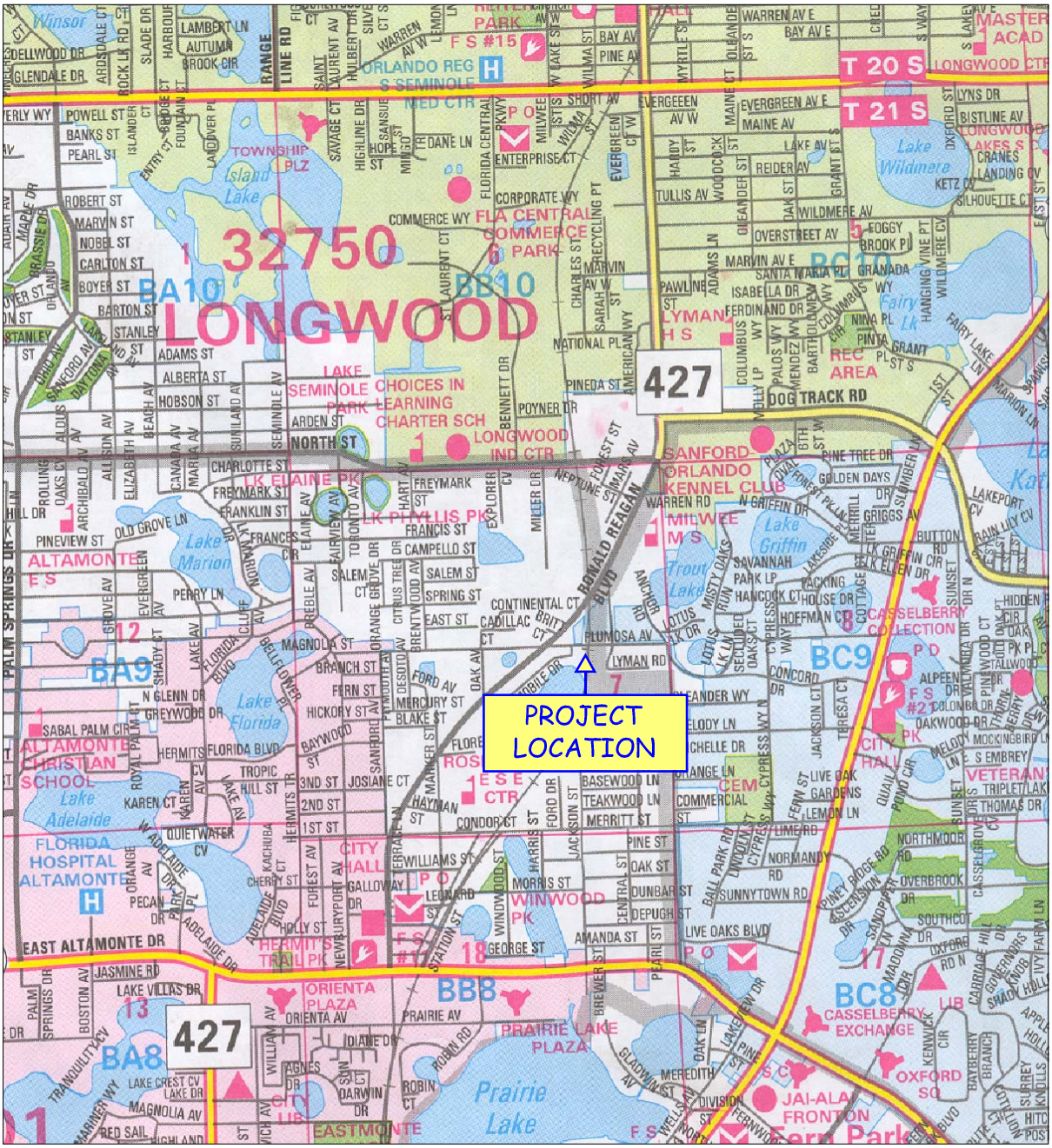
ATTACHMENTS:

1. Maps and Aerials
2. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

Plumosa Avenue Railroad Crossing
Location Map

NORTH



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Plumosa Avenue
Railroad Crossing

Location Map

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

February 2006

Project:
Casselberry, Seminole County, Florida
Replacement of existing crossing with new concrete crossing surface at Plumosa Avenue
Jacksonville Division/ Sanford Sub-division
RRMP: A-779.52 DOT No. 622 076 Y
CSXT OP No. FL1019

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") is made as of _____, 2007, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and **Seminole County**, a body corporate and political subdivision of the State of **Florida** ("Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, **replacement of existing crossing with new concrete crossing surface at Plumosa Avenue; RRMP: A-779.52; DOT No. 622 076 Y** (the "**Project**").

2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

   1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and

drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate to maintain its property and operations (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **one calendar year from date of agreement**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs

Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amount of **$132,418.00** as listed in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency within thirty (30) days following submission by Agency of final invoice.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or

the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 116651
Atlanta, GA 30368-6651

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Approriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.

10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.

10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities as necessitated by the project, and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction

practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 500 Water Street J-301 Jacksonville, FL 32202 Attention: Leslie L. Scherr
If to Agency:	Seminole County 1101 E. First Street Sanford, FL 32771 Attention: Traffic Engineer

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of **Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Seminole County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Seminole County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Seminole County

By:_____

Name:_____

Title:_____

CSX TRANSPORTATION, INC.

By:_____
Eric G. Peterson
Assistant Chief Engineer – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

1. All related roadway work
2. Maintenance of traffic and detour plans
3. Asphalt paving up to crossing

B. CSXT shall perform or cause to be performed:

1. Installation of new concrete crossing surface
2. Provide flagging and inspection services during roadway and crossing surface work

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

B-1 CSX Transportation – New full width concrete Surface (Plumosa Ave.) Casselberry – Drawing No. 622 076 Y dated 8/29/06

B-2 CSX Transportation Profile dated 8/29/06

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

"Agency" shall mean the **Seminole County Board of Commissioners.**

"Agency Representative" shall mean the authorized representative of **Seminole County Board of Comissioners**.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property,

Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor

B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.

3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

   a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

   b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

   c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

   d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

   e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

   a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

   b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed

trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.

3. Commercial automobile liability insurance with limits of not less than $500,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The insurer must be financially stable and rated B+ or better in Best's Insurance Reports.

   b. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   c. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.

   d. Name and Address of Contractor and Agency must be shown on the Declarations page.

   e. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

   f. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

   g. Authorized endorsements may include:

(i). Broad Form Nuclear Exclusion - IL 00 21
(ii) 30-day Advance Notice of Non-renewal or cancellation
(iii) Required State Cancellation Endorsement
(iv) Quick Reference or Index - CL/IL 240

h. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31
(ii) A Punitive or Exemplary Damages Exclusion
(iii) A "Common Policy Conditions" Endorsement
(iv) Any endorsement that is not named in Section 4 (f) or (g) above.
(v) Policies that contain any type of deductible

5. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit its original insurance policies and two copies and all notices and correspondence regarding the insurance policies to:

Deborah A. Tauro
Risk Manager, Planning & Analysis
CSX Corporation
500 Water Street – C907
Jacksonville, FL 32202
904-366-5088 (Phone)
904-245-3506 (Fax)

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 2007, between **Seminole County**, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL1019

EXHIBIT D

ESTIMATE SUBJECT TO REVISION AFTER: **9/22/2007** **DOT NO.:** 622 076Y
CITY: Casselberry **COUNTY:** Seminole **STATE:** FL
DESCRIPTION: Upgrade RR x-ing surface w/ concrete panels @ Plumosa Ave.

DIVISION: Jacksonville **SUB-DIV:** Sanford **MILE POST:** A 779.52
AGENCY PROJECT NUMBER: Seminole County Project

PRELIMINARY ENGINEERING:						
200 Labor (Non Contract)		3	Days @	$ 270.00	$	810
200 Additive	42.41%				$	344
230 Expenses					$	141
212 Contracted & Administrative Engineering Services					$	1,500
Subtotal					$	2,795
CONSTRUCTION ENGINEERING/INSPECTION:						
200 Labor (Non Contract)		3	Days @	$ 270.00	$	810
200 Additive	42.41%				$	344
230 Expenses					$	141
212 Contracted & Administrative Engineering Services					$	5,913
Subtotal					$	7,208
FLAGGING SERVICE: (Contract Labor)						
070 Labor (Conductor-Flagman)			Days @	$ -	$	-
050 Labor (Foreman/Inspector)		4	Days @	$ 252.00	$	1,008
070 Additive	132.61% (Transportation Department)				$	-
050 Additive	133.83% (Engineering Department)				$	1,349
230 Per Diem	(Engineering Department)	4	Days @	$ 75.00	$	300
230 Expenses		4	Days @	$ 45.00	$	180
Subtotal					$	2,837
SIGNAL & COMMUNICATIONS WORK:	(Details Attached)				$	2,500
TRACK WORK:	(Details Attached)				$	100,816
ACCOUNTING & BILLING:						
040 Labor		7.5	Days @	$ 200.00	$	1,500
040 Additive	181.68%				$	2,725
Subtotal					$	4,225
PROJECT SUBTOTAL					$	120,380
900 **CONTINGENCIES:**	10.00%				$	12,038
GRAND TOTAL	**********				$	132,418

DIVISION OF COST:

Agency	100.00%	$	132,418
Railroad		$	-
TOTAL	**********	$	132,418

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida
Estimated prepared by: WTW HDR Engineering, Inc. (904) 598-8974
DATE: 8/14/2006 REVISED: 3/26/2007
Form Last Revised: May 25, 2006

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL1019

EXHIBIT D

Pub EB - 3 GFP

	TRACK: LABOR						
50	Remove Existing Crossing	62	MAN-HRS	$	31.50	$	1,953
50	Construct track panel (141# rail)	120	MAN-HRS	$	31.50	$	3,780
50	Install track panel (141# rail)	76	MAN-HRS	$	31.50	$	2,394
50	Install sub-ballast	0	MAN-HRS	$	31.50	$	-
50	Install OTM	16	MAN-HRS	$	31.50	$	504
50	Install cross-ties (approach)	14	MAN-HRS	$	31.50	$	441
50	Install Geo-Textile Fabric	4	MAN-HRS	$	31.50	$	126
50	Install Sub-Drains	0	MAN-HRS	$	31.50	$	-
50	Install transition rail	48	MAN-HRS	$	31.50	$	1,512
50	Install std. insulated jts.	8	MAN-HRS	$	31.50	$	252
50	Install offset or joint bars	10	MAN-HRS	$	31.50	$	315
50	Install field welds (Electric flash butt type)	24	MAN-HRS	$	31.50	$	756
50	Install field welds (Thermite)	42	MAN-HRS	$	31.50	$	1,323
50	Install ballast	15	MAN-HRS	$	31.50	$	473
50	Line & surface	98	MAN-HRS	$	31.50	$	3,087
50	Install CSX Hvy. Duty 9' panels	45	MAN-HRS	$	31.50	$	1,418
50	Clean-Up & disposal	20	MAN-HRS	$	31.50	$	630
50	Additive 133.83%					$	25,378
230	Per Diem	61	MAN-DAY	$	90.00	$	5,490
	Subtotal					$	49,831
	TRACK: MATERIAL						
220	Cross Ties, Main Line	52	EA	$	42.00	$	2,184
220	Rail, 141# New	180	LF	$	19.00	$	3,420
220	Misc. OTM	1	LT	$	5,000.00	$	5,000
210	Geo-Textile Fabric	1	RL	$	250.00	$	250
210	Sub-Drains	0	LF	$	6.00	$	-
220	Ballast (by truck)	120	NT	$	25.50	$	3,060
220	Field Welds (Thermite)	8	EA	$	100.00	$	800
220	Transition rail (141#/115#)	4	EA	$	1,200.00	$	4,800
220	Joint, Std. insulated	0	EA	$	180.00	$	-
220	Joint, offset/straight	10	PR	$	180.00	$	1,800
210	Omni 9' IC hvy duty conc. Crossing panel (for 141# rail)	36	TF	$	225.00	$	8,100
210	End caps (Conc surface panels)	4	SETS	$	550.00	$	2,200
210	Rubber Crossing, Full Depth	0	TF	$	280.00	$	-
210	Timber/Asphalt Crossing (CSX Standard)	0	TF	$	42.00	$	-
220	Crossties, 10' Length	36	EA	$	50.00	$	1,800
210	Bituminous Material	0	NT	$	80.00	$	-
210	Sales Tax on Material 7.00%					$	2,339
210	Material Handling 5.00%					$	1,671
	Subtotal					$	37,424
	CONTRACT:						
215	Asphalt Paving (by County)	34	NT	$	-	$	-
215	Sawcut pavement	54	LF	$	6.00	$	324
241	Disposal of Waste Materials	32	TF	$	10.00	$	320
215	Electric Flash butt welds	3	DAY	$	800.00	$	2,400
215	Maintenance of Traffic/Barricades (by County)	0	DAY	$	-	$	-
	Subtotal					$	3,044
241	**EQUIPMENT RENTAL:**						
	Subtotal					$	8,892

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL1019

EXHIBIT D

Pub EB - 3 GFP

50	**WORK TRAIN:**		1	DAY	$ 2,100.00	$	2,100
	Subtotal					$	2,100
	SALVAGE:						
228	Rail		5	NT	$ 65.00	$	(325)
228	OTM		2	NT	$ 75.00	$	(150)
	Subtotal					$	(475)
	SIGNAL WORK:						
210	Material - Field & Consumables					$	-
210	Material - Sales Tax					$	-
220	Material - Shop					$	-
60	Construction Labor					$	-
65	Shop Labor					$	-
230	Per Diem					$	-
200	RR Engineering,Preliminary					$	-
200	RR Engineering,Construction					$	-
60	Additives to Construction Labor					$	-
65	Additives to Shop Labor					$	-
200	Additives to Engineering					$	-
241	Equipment Expense					$	-
241	Waste Management					$	-
212	Contract Engineering					$	-
211	Freight					$	-
216	AC Power Service					$	-
228	Salvage					$	-
900	Other					$	2,500
	Subtotal					$	2,500
	ACCOUNTING & BILLING:						
40	Labor		7.5	Days @	$ 200.00	$	1,500
40	Additive	181.68%				$	2,725
	Subtotal					$	4,225
	PROJECT SUBTOTAL:					$	120,380
900	**CONTINGENCIES:**	10.00%				$	12,038
	GRAND TOTAL	**********				$	132,418

DIVISION OF COST:

Agency	100.00%	$	132,418
Railroad	0.00%	$	-
TOTAL	**********	$	132,418

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: W.Westerman HDR Engineering, Inc. (904) 598-8974

DATE: 8/14/2006 REVISED: 3/26/2007

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 -
Pub EB - FL EB3 (FL)

ESTIMATE SUBJECT TO REVISION AFTER: **9/22/2007** **DOT NO.:** 622 076Y
CITY: Casselberry **COUNTY:** Seminole **STATE:** FL
DESCRIPTION: Upgrade RR x-ing surface w/ concrete panels @ Plumosa Ave.

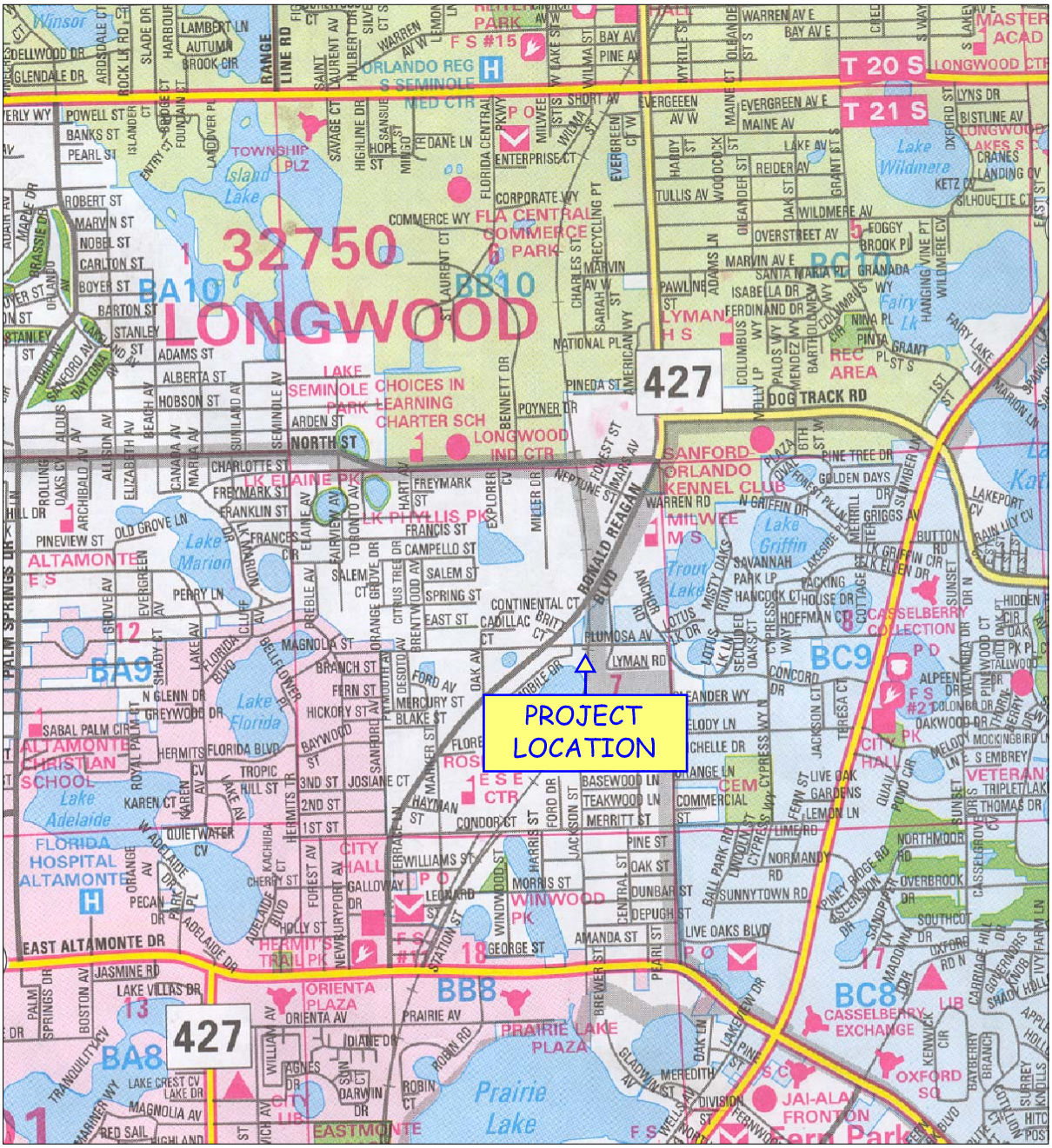
DIVISION: Jacksonville **SUB-DIV:** Sanford **MILEPOST:** A779.52
DRAWING NO.: 622 076Y **DRAWING DATE:** 7/21/2006
AGENCY PROJECT NUMBER: __

EQUIPMENT RENTAL:

241	Gang Truck	4	DAY	$	180.40	$	722
241	Boom Truck	3	DAY	$	304.16	$	912
241	Surfacing gang truck	3	DAY	$	304.16	$	912
241	Dump Truck	4	DAY	$	283.04	$	1,132
241	Backhoe	4	DAY	$	141.84	$	567
241	Welding truck	2	DAY	$	180.40	$	361
241	Compressor	4	DAY	$	113.52	$	454
241	Air Drill/Wrench	4	DAY	$	11.52	$	46
241	Tie Tamper (CAT)		DAY	$	1,580.16	$	-
241	Tie Tamper (Production)	3	DAY	$	785.60	$	2,357
241	Trackhoe		WK	$	1,200.00	$	-
241	Ballast Regulator	3	DAY	$	285.60	$	857
241	Plasser Welder	2	DAY	$	285.60	$	571
241	Roller		DAY	$	39.12	$	-
241	Barricades		DAY	$	-	$	-
	Subtotal					$	8,892

Plumosa Avenue Railroad Crossing
Location Map

NORTH



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Plumosa Avenue
Railroad Crossing

Location Map

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

February 2006

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: CSX Transportation, Inc., Wireline Crossing Agreement for Airport Boulevard / Old Lake Mary Road

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Renee Bumgardner **EXT:** 5678

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the CSX Transportation, Inc., Wireline Crossing Agreement for Airport Boulevard and Old Lake Mary Road.

District 5 Brenda Carey Charles Wetzel

BACKGROUND:
The County is currently rebuilding Airport Boulevard. As part of this project, the signal at Airport Boulevard and Old Lake Mary Road, which is located adjacent to the CSX railroad tracks, is being reconstructed. This will require installation of new signal cable and fiber optic interconnect cable under the existing railroad tracks. CSX requires a Wireline Crossing Agreement whenever cables are run over or under their tracks. This Agreement allows the County's signal contractor on the project to perform the work.

The Agreement requires the County to pay a $1,660.00 fee. This cost is funded within the current budget for the Airport Boulevard Widening project (CIP #006102), under the County's 1991 Sales Tax/Road Impact Fee program.

This Agreement will terminate (1) February 13, 2032; or, (2) upon (a) default, (b) cessation of use of the Wireline or occupancy for the purpose(s) above, (c) removal of the Wireline, (d) subsequent mutual consent; and/or (3) failure to complete installation within five (5) years from the effective date of this Agreement. Installation is anticipated to be complete by October 2008.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the CSX Transportation, Inc., Wireline Crossing Agreement for Airport Boulevard / Old Lake Mary Road.

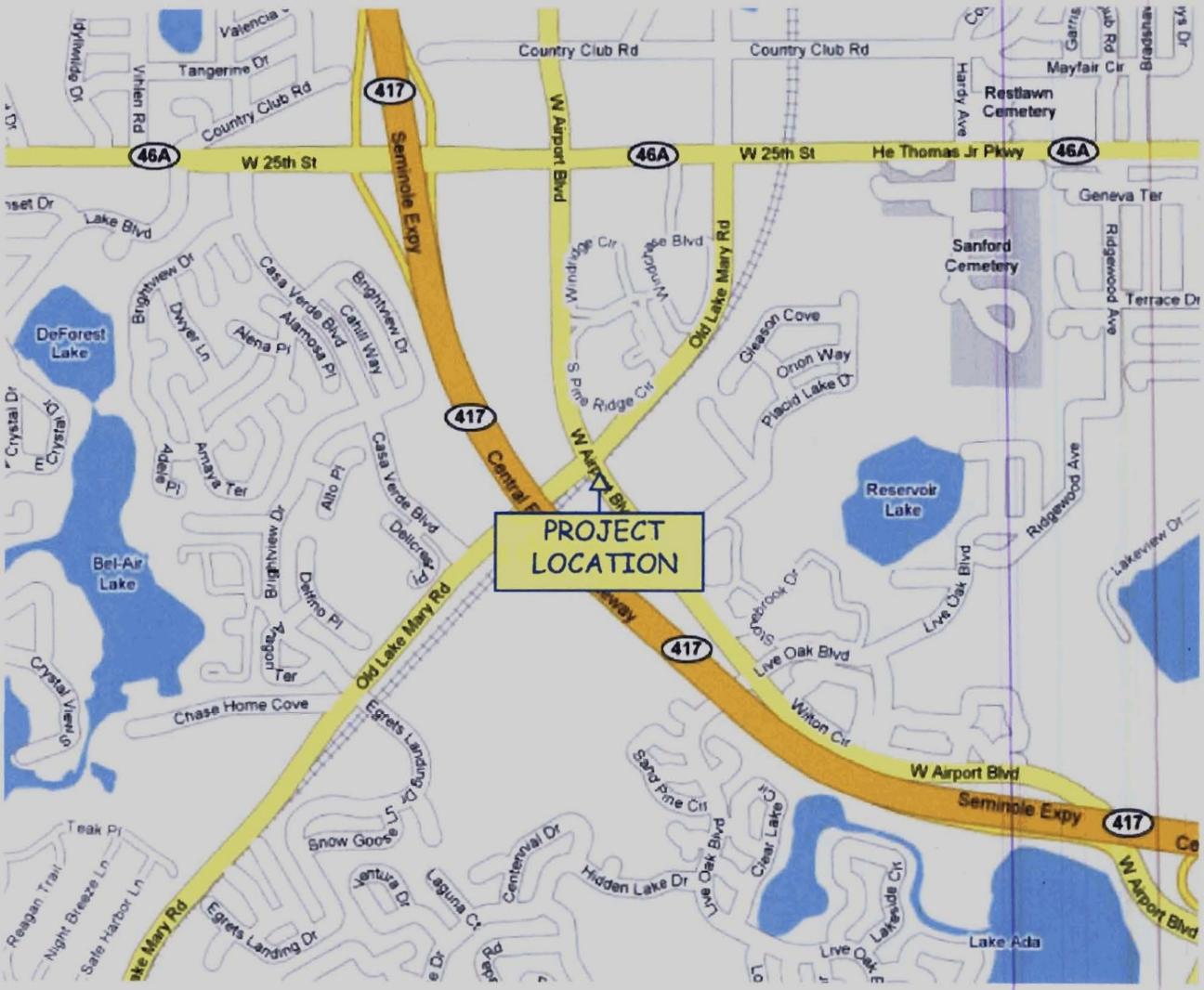
ATTACHMENTS:

1. Maps and Aerials
2. Agreement

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter, Susan Dietrich)

Airport Blvd @ Old Lk Mary Road
Wireline Crossing Location Map

NORTH



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

Airport Blvd @ Old Lk Mary Rd
Wireline Crossing

Location Map

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773
Phone (407) 665-5677
FAX (407) 665-5623

May 2007

AGREEMENT CHECKLIST
Agreement Number: CSX-056856

Please perform the following when executing the attached instrument:

X Sign the signature page in order to execute the agreement. One of the following should apply:

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. (Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.) If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If Agreement is with an INDIVIDUAL, that individual should sign the Agreement exactly as the name is set out in the caption of the Agreement. If the name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears.

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

X **The signature(s) must be WITNESSED by ONE (1) witness in the space(s) provided.**

X NAME(S) and TITLE(S) of person(s) executing the agreement must be typed or printed in ink directly beneath signature(s).

X **Social Security Number is required if Agreement is with an INDIVIDUAL, if Agreement is with other than an INDIVIDUAL, a Tax Identification Number is required.**

X Furnish Certificate of Insurance which states "**CSX Transportation, Inc. as additional insured,**" and contains the Agreement Number in the "Descriptions" box on the certificate, which is required under the INSURANCE Article, to Speed Code J180, 500 Water Street, Jacksonville, FL 32202. Questions regarding the insurance requirements should be directed to this office for handling.

X **Initial and date each rider attached to the document following the signature page.**

X In returning the Agreement, please furnish the following fee(s) set out in the Article(s) described within the Agreement:

Encroachment Inventory Fee (refer to FEE's Article)	$500.00
Tax	$35.00*
Railroad Protective Liability Insurance (refer to INSURANCE Article)	$1,125.00**
TOTAL DUE	**$1,660.00**

*If you claim a tax exempt status, please furnish a tax exemption certificate.

** If because of State Statute/Law you cannot meet the monetary coverage limits required in Section 10.1 of the Agreement, you must pay the total due listed above, which includes a 50% surcharge in the amount of $375.00, which will be applied towards the RPL payment. If you can meet the monetary requirements of Section 10.1, you may reduce the total amount due by $375.00. Payment of the surcharge does not waive Section 10.1, it only compensates for less than required monetary coverage. You will still need to provide insurance documentation in accordance with Section 10.1.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/04/07

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services
Arthur J. Gallagher & Co. (Florida)
7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Princeton Excess & Surplus Lines Ins	10786
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Seminole County BOCC

200 W County Home Road

Sanford, FL 32773

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	G1 A3 EX0000046-00	10/01/06	10/01/07	EACH OCCURRENCE	$ 900,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$
		X Pub Officials Clm Md				PERSONAL & ADV INJURY	$
		X $100,000. SIR				GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
REF: Airport Blvd. & Old Lake Mary Road Project.

CERTIFICATE HOLDER

CSX Transportation

Attn: Contract Administration
500 Water Street, SC J180

Jacksonville, FL 32202-4467
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

WIRELINE CROSSING AGREEMENT

THIS AGREEMENT, Made and effective as of February 14, 2007, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and SEMINOLE COUNTY, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 1101 E. 1st St., Sanford, Florida 32771, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain wire or cable crossings, hereinafter called "Wireline," beneath or across property owned or controlled by Licensor at or near Sanford, County of Seminole, State of Florida, Sanford Subdivision, listed below, hereinafter collectively called the "Crossing," as shown on print of Drawing No. DJ056856, dated November 7, 2006, last revised February 8, 2007, attached hereto and made a part hereof; other details and data pertaining to said Wireline being as indicated on Applications Form(s), dated November 8, 2006, also attached hereto and made a part hereof;

1 a wireline or cable solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material located at Valuation Station 40445+40, Milepost A-771.09;
2 a wireline or cable solely for the transmission of electrical power only, through or on metal strand wire(s) located at Valuation Station 40445+40, Milepost A-771.09.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change said Wireline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Wireline, as used herein, shall include only the wires and/or cables, poles, guys, anchors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Crossing, and as shown on attached Application Form.

1.3 No additional wireline or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Crossing except upon prior separate written consent of Licensor.

2. ENCROACHMENT INVENTORY FEE; TERM:

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable Encroachment Inventory Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS ($500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Inventory Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Wireline or Crossing.

2.3 This Agreement shall terminate (1) February 13, 2032, or (2) as herein provided, but shall also terminate upon (a) default, (b) Licensee's cessation of use of the Wireline or occupancy for the purpose(s) above, (c) removal of the Wireline, (d) subsequent mutual consent, and/or (e) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Wireline and appurtenances, and/or maintenance thereof, or for any public works project of which said Wireline is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Wireline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor, or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Crossing.

3.2 Location and construction of Wireline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Wireline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Wireline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Wireline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Crossing shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Wireline.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use by Licensee of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) or certificate(s) of approval from any Federal, State, or local public authorities having jurisdiction over the Crossing or its intended use and, to the extent required by State law, shall thereafter observe and comply with all applicable requirements of such public authorities, and all applicable laws and regulations and future modifications thereof, including any state "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of Wireline, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Wireline or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Crossing area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way or property necessitate any change of location, height or depth in Wireline or Crossing, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Wireline or Crossing to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. WIRE CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of Wireline or Crossing in relation to the existing tracks and facilities, and shall relocate Wireline or change Crossing, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of Wireline (including any change in voltage or gauge of wire), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Wireline/Crossing herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Wireline, in the reasonable judgment of Licensor, causes: (a) interference (including, but not limited to, physical interference, interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Wireline or its installation as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Wireline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Wireline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of the Wireline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Wireline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Wireline or Property in, on or over the Crossing, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include the Wireline and property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for sole benefit of Licensee.

9.3 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

9.4 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

9.5 Notwithstanding anything contained in this Agreement, the limitations of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintain under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS ($3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee or Licensee's contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall require its Contractor to arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Crossing, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Wireline, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's right-of-way at the Crossing, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or to remedy any breach, within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of railroad emergency), unless such work cannot be completed within said time period but Licensee has commenced and is diligently prosecuting such remedy, Licensor shall have the option of immediately terminating this Agreement, and of revoking the privileges and powers hereby conferred, regardless of encroachment inventory fee(s) having been paid in advance for any annual or other period. Upon such termination, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Wireline from the Crossing. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove Wireline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor's Division Engineer(Jacksonville Division, 6735 Southpoint Drive, J-390, Building II, Jacksonville, FL 32216) at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: (407) 665-5642.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Crossing.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Crossing(s) or segment of Right of Way occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Crossing is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on or along Crossing, including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Crossings, nor shall the exercise of this Agreement for any length of time give rise to any right, title, or interest in License to said property other than the license herein created.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Wireline and Crossing are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars ($100.00).

19. RIDERS:

The following Rider(s) is/are herewith attached and included herein:

[X] Telecommunication Cable or Fiber Optic line

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the date and year first above written.

Witness for Licensor:

_____

CSX TRANSPORTATION, INC.

By:_____

Print/Type Name:_____

Print/Type Title: _____

ATTEST:

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

For the use and reliance of
Seminole County only. Approved
as to form and legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON D. HENLEY, Chairman

Date:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

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

COMMUNICATIONS CABLE OR FIBER OPTIC LINE PROTECTION RIDER

1. No construction of any type pursuant or related in any way to this Agreement shall be commenced by Licensee, or by any agent, representative, contractor, subcontractor of Licensee, without Licensee first giving at least thirty (30) days written notice to the following Parallel Cable Occupier(s):

("MCI") ATTN: Investigations
Mr. Dean Boyers
Worldcom/MCI Telecommunications Corporation
2400 North Glenville Drive
Richardson, TX 75082-4354
Phone No. (800) 624-9675
or (972) 729-6016
(NOTE: WRITTEN NOTICE TO MCI IS ALSO REQUIRED)

2. The notice shall be accompanied by drawing(s) showing the general plan, elevation, details and methods of Licensee's proposed construction, and the location of Occupier(s)' cable or facilities in relation to Licensee's proposed construction.

3. Prior to any construction, Licensee must locate and identify, any existing cable, wire or fiber optic line (including any appurtenances thereto) of said cable occupier(s) traversing or located in, on, or immediately adjacent to the proposed Crossing, at Licensee's sole risk.

4. Any changes, alteration, relocation or protection of wire(s), cable(s) or facilities of such Occupier(s), required by said Occupier(s), shall be at Licensee's sole expense except as otherwise negotiated between Licensee and said Occupier(s).

5. Licensee shall be solely responsible and liable for any damage to (e.g., cutting, dislocating, etc.) said wire(s) or cable(s), and appurtenances thereto, resulting in any way from Licensee's exercise of rights or privileges under this Agreement.

6. Licensee shall defend, indemnify and hold Licensor harmless from any such damage claims and any relocation or protection costs of said Occupier(s).

CSX TRANSPORTATION, INC.

Licensor: _____ _____
(Initial) (Date)

SEMINOLE COUNTY

Licensee: _____ _____
(Initial) (Date)

CSX TRANSPORTATION

APPLICATION FOR WIRE OR CABLE LINES CROSSING OR PARALLELING PROPERTIES AND TRACK

Submit one original and one copy of both the application and drawing along with a $750.00 **nonrefundable** Application Fee to CSX Transportation, Property Services J180, 500 Water Street, Jacksonville, FL 32202.

Application and plans must be approved and written authority received from the Railroad before construction is begun. Your proposal and construction must be in accordance with CSXT's Specifications, the National Electrical Safety Code, and any governing laws or regulations. Note: Specifications furnished in the Application Package are to be used as a guideline only. CSXT reserves the right to approve or decline any application.

PLEASE SIGN BEFORE COMPLETING: Agreement No.: CSX-056856

I affirm the information I am furnishing in this application will comply with the NESC Standards and accurately reflects the proposed construction plans:

Signature: [signature] Application Date: 11/8/06

Project Owner Information: ☐ Check here if agreement should be mailed to this address

1. Complete Legal Name of applicant as it would appear in a legal document **(inaccurate information will delay your request)**:
   SEMINOLE COUNTY
2. Company Contact Name: BOB LOYER
   Title: TRAFFIC OPERATION CONSTRUCTION MANAGER
3. Telephone: (407) 665-5642 Fax: (407) 665-5623 E-Mail: N/A
   Company Emergency Contact Number (in case of derailment, fallen wire/pole, etc.): 407-665-5642
4. Street Address: 140 BUSH LOOP City: SANFORD State: FL Zip: 32773
5. Type of business:
   ☐ Corporation (State of incorporation _____)
   ☐ Partnership (Type and State of Partnership _____)
   ☐ Individual ☐ Developer ☒ Municipality ☐ Other _____

Engineer/Consultant Information: ☒ Check here if agreement should be mailed to this address

6. Company Name: PBSJ
7. Company Contact Name: TERRY TAGUE Title: _____
8. Telephone: (407) 328-8855 Fax: (407) 328-8857 E-Mail: _____
9. Street Address: 1664 W. AIRPORT BLVD City: SANFORD State: FL Zip: 32773

Project Information: ***(Note: Metric Information will NOT be accepted.)***

10. Is this installation: ☒ New ☐ Revision to existing ☐ Attachment to existing ☐ Upgrade to existing
11. If not a new installation, furnish existing Agreement Number: _____
12. If this installation is to be a supplement to your master (general) agreement, furnish:
    Agreement Number: _____ Date: _____
13. Your Reference Number: 506HCC01
14. Town Location: SANFORD County: SEMINOLE State/Province: FLORIDA
15. Type of Crossing: ☒ Electric ☐ CATV ☐ Telephone ☒ Communications
    ☐ Other (explain): _____
16. Crossing is dedicated to: ☐ Trunk ☐ Distribution ☐ Transmission ☒ Other
17. Conductor Material: ☒ Copper ☐ Aluminum ☒ Fiber Optic & Fiber Count 72
18. ☐ AC / ☒ DC : Voltage: 24VDC No. of Phases: _____ Amperes: _____ Hertz: _____
19. Maximum Voltage: _____ Maximum Current: 6 AMPS.
20. Maximum Fault to Ground: 24VDC 21. AWG Gauge: _____
21. Is this both a Crossing and Parallelism? ☐ Yes ☒ No

(Form continued on Page 2)

Project Information Cont'd:

22. Number of tracks to be crossed: 1 Angle of crossing 90°
23. Crossing location: 470 feet SOUTH (direction) from Railroad Milepost: 771
If known: Valuation Station: N/A Valuation Map Number: _____
If known: Latitude/Longitude: N/A
If known: Street Address of Crossing/Parallelism: N/A
24. Parallelism location: Beginning: N/A feet N/A (direction) from RR Milepost: N/A
and Ending: N/A feet N/A (direction) from RR Milepost: N/A
25. Total length on Railroad R/W: 80' Length Crossing: 80' Length Paralleling: N/A
26. Will line be located entirely within a public road right-of-way? ☒ Yes ☐ No
** If you answered yes, road name, number, and width of public right-of-way are **required** on drawing
DOT/AAR Crossing Number: 622061J
27. a) Will this occupancy connect to an existing facility within Railroad corridor? ☐ Yes ☒ No
b) If Yes, name facility owner(s): N/A
28. Number of ☐ Manholes N/A ☐ Handholes N/A ☐ Pull boxes N/A ☐ Other (describe) 2 x 2" CONDUITS IN 4"
to be located within Railroad corridor. Dimensions of ancillary structures are required on drawing.
29. Distance from manholes/handholes/pull boxes/other to nearest track: 30'
30. Number of: ☐ new poles N/A ☐ existing poles N/A to be utilized on Railroad R/W
31. Owner of existing poles to be utilized within Railroad R/W: N/A
32. Distance from butt of pole(s) utilized to nearest rail of track: N/A
33. **Underground facilities:** ***(For the purpose of this application, Conduit or Innerduct shall mean a single duct or pipe suitable for housing cables or wires).***
Total buried length on Railroad R/W: 80' If power, total number circuits: 1 x 24 VDC
Number of Conduit(s): 2 Total Filled Conduit(s): 2 Total Empty Conduit(s): Ø
Number of Cables or Lines in each Conduit: 1
Number of Conductors in each Cable or Line: 1
Encasement material: STEEL Outside diameter: 4" (over 4", See Pipeline specs.) Wall thickness: 1/4"
Bury depth from base of rail to top of casing: 5' feet
Bury depth on right of way, but not beneath tracks: 4' feet
Bury depth below ditches: 4' feet
Method of installation: JACK AND BORE (Note: Directional boring is prohibited. See specs)
Location of boring pits to adjacent track @ 90°: Launching Pit: 40' ft., Receiving Pit: 40' ft.
34. **Aerial facilities:**
Total aerial length on Railroad R/W: N/A If power, total number circuits: N/A
Total number of CSX pole lines to be crossed: N/A
Type of wire supports: N/A Size: N/A False dead ends: N/A
Height of wires above top of rail at 60°*f*: N/A feet Sag in Spans at 60°*f*: N/A
Height of wires above Railroad communication and signal wires at 60°*f*: N/A feet

Supplemental Fiber Optic Information (Must be Completed for Fiber Proposals):

35. Identify each intended user of the conduit/cable: SEMINOLE COUNTY TRAFFIC ENGINEERING
36. Entity performing construction: CHANCHOR ELECTRIC, INC
37. Number of fibers per cable: 72

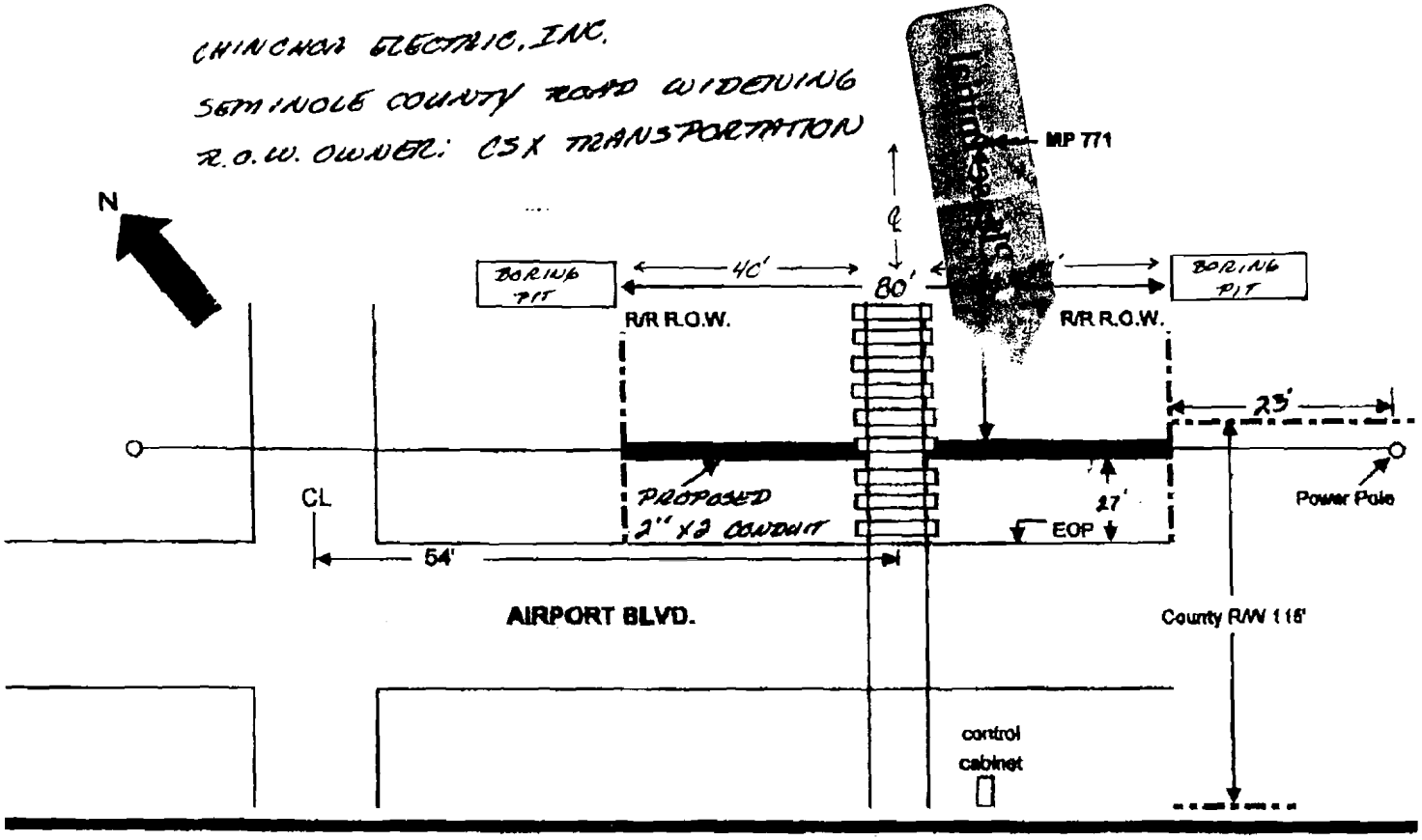
Railroad Use Only:

Division Jacksonville Subdivision Sanford No. of Crossings: 2
Absolute No.: 401069 Valuation Section/Map No.: V3FL/32
Valuation Station: 40445+40
Milepost: A771.09 CSX-05168516

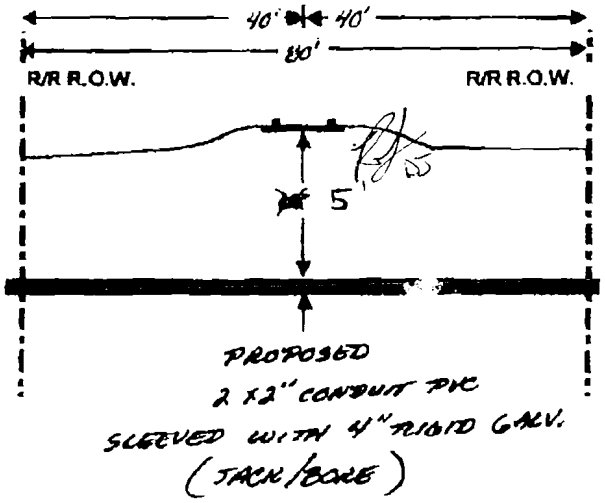
Roadmaster No.: P71 Contr. Type: WIPRW FITRW Fiber? Y

REF. FILE # CSX-056856

CHINCHOR ELECTRIC, INC.
SEMINOLE COUNTY ROAD WIDENING
R.O.W. OWNER: CSX TRANSPORTATION



CROSS VIEW looking north



SCOPE OF WORK:
INSTALL 2X2" CONDUIT UNDER RAILROAD TRACKS FOR F.O.C. AND TRAFFIC SIGNAL WIRES.

NOT TO SCALE

CHINCHOR ELECTRIC, INC.
935 SHADICK DR.
ORANGE CITY, FL. 32763
PROJECT: AIRPORT BLVD.
Seminole County Road Widening Project
Drawn by: ROBERT B. SILVA
Telephone: 407-509-2209
Section 2, Township 20, Range 30
Date: 11-7-06

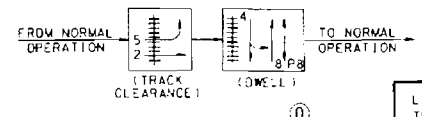
DRG No. D0056856
Last Revised 2/8/07

10:21:17 a.m. 01-09-2007 4/4
Property Services

CONTROLLER TIMINGS

TIMING FUNCTION	1	2	3	4	5	6	7	8
MOVEMENT NO.	1	2	3	4	5	6	7	8
MIN. GRN. (INT.)	5	15	5	5	5	15	5	5
EXT. (PASS)	2.5	3	2.5	2.5	2.5	3	2.5	2.5
MAX GRN. 1	30	50	20	30	30	50	20	30
YELLOW CLR.	3.5	4	3.5	4	3.5	4	3.5	4
ALL RED CLR.	-	2	-	2.5	-	2	-	2.5
PED. WALK	-	7	-	7	-	7	-	7
PED. CLR.	-	25	-	27	-	23	-	30
RECALL	OFF	MIN	OFF	OFF	OFF	MIN	OFF	OFF
DETECTOR FUNCTION	NON LOCK	LOCK	NON LOCK	NON LOCK	NON LOCK	LOCK	NON LOCK	NON LOCK
FLASHING	-	Y	-	R	-	Y	-	R

RAILROAD PRE-EMPTION

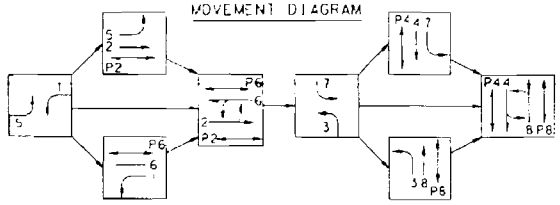


NOTES:

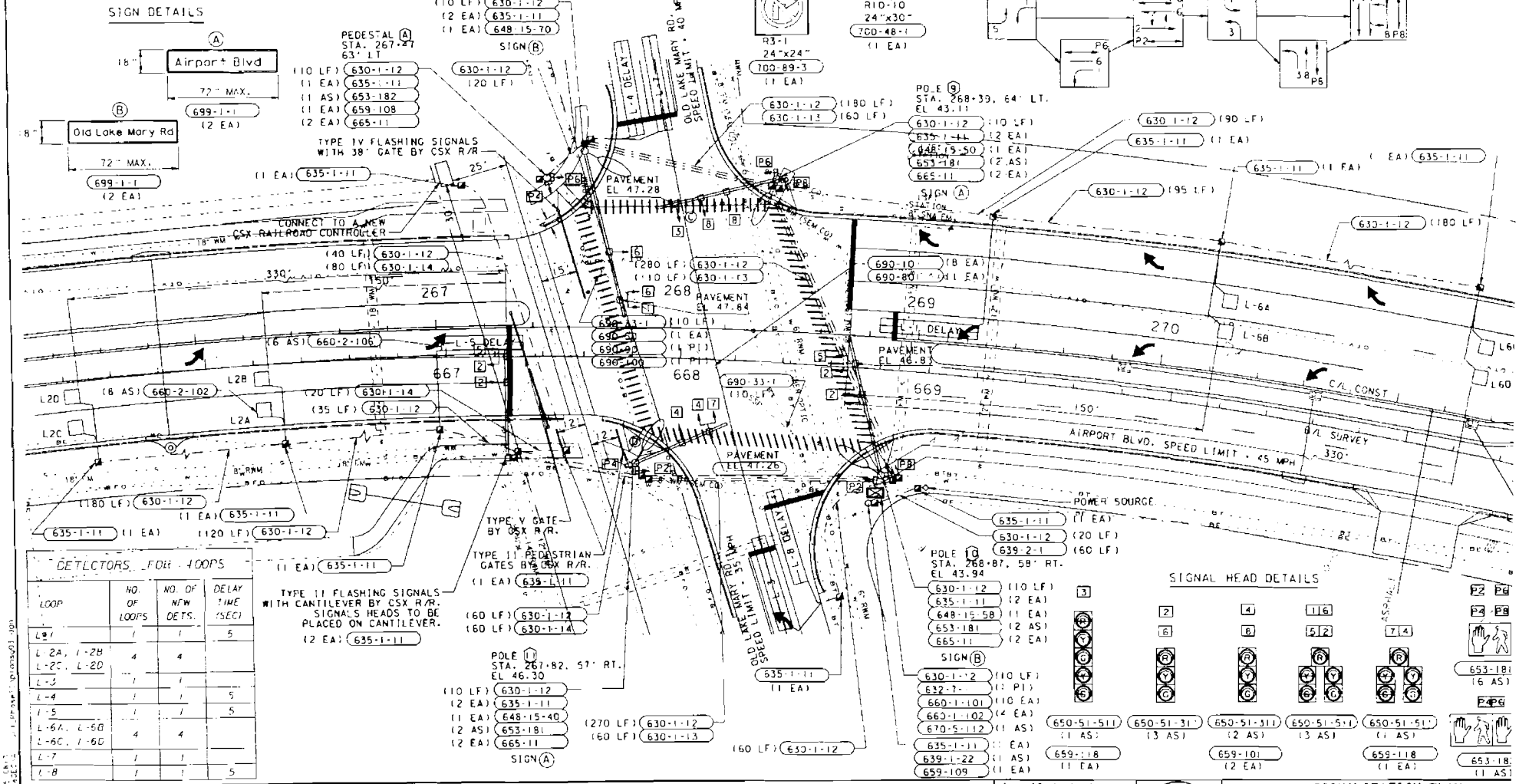
1. MAJOR STREET IS AIRPORT BLVD. MINOR STREET IS OLD LAKE MARY ROAD.
2. POLE STATIONING AND OFFSETS ARE BASED ON AIRPORT BLVD. C/L CONST.
3. PAVEMENT MARKINGS ARE FOR INFORMATION ONLY.
4. SIGN D SHALL BE TURNED ON DURING THE DWELL TIME OF THE RAILROAD PRE-EMPTION.

PROJECT NO. PS-156

MOVEMENT DIAGRAM



SIGN DETAILS



DETECTORS - FOUR LOOPS

LOOP	NO. OF LOOPS	NO. OF NEW DETS.	DELAY TIME (SEC)
L-1	1	1	5
L-2A, L-2B, L-2C, L-2D	4	4	
L-3	1	1	
L-4	1	1	5
L-5	1	1	5
L-6A, L-6B, L-6C, L-6D	4	4	
L-7	1	1	
L-8	1	1	5

SIGNAL HEAD DETAILS

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Engineer of Record: JOHN Z. LUM P.E. #44292

PBSJ 482 S. Keller Rd. Suite 24 Orlando, FL 32810

SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE

SIGNALIZATION PLAN
AIRPORT BLVD. & OLD LAKE MARY ROAD

29 NOV 2015 EMT

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Seminole County and The Village of Remington Homeowners Association, Inc., Signage Agreement

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Renee Bumgardner **EXT:** 5678

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Signage Agreement between Seminole County and the The Village of Remington Homeowners Association, Inc.

District 1 Bob Dallari Melonie C. Barrington

BACKGROUND:

Traffic Engineering has received a request to execute a Signage Agreement from The Village of Remington Homeowners Association, Inc. for the purpose of installing decorative posts with regulatory signs within their subdivision.The Association by this Agreement agrees to pay for any increased costs relating in any way to the non-standard posts, signage and associated structures. Traffic Engineering is responsible for review of all signage and any other cost is the responsibility of the Homeowners Association.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the Signage Agreement between Seminole County and the The Village of Remington Homeowners Association, Inc.

ATTACHMENTS:

1. Agreement
2. Maps and Aerials
3. Certificate of Insurance

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

SEMINOLE COUNTY AND THE VILLAGE OF REMINGTON HOMEOWNERS ASSOCIATION, INC. SIGNAGE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **THE VILLAGE OF REMINGTON HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, whose mailing address is 109 N. Westmonte Drive, #100, Altamonte Springs, Florida 32714, hereinafter referred to as "ASSOCIATION."

W I T N E S S E T H:

WHEREAS, COUNTY has the responsibility to place and maintain, as appropriate, street and traffic signage on COUNTY roads; and

WHEREAS, ASSOCIATION desires to utilize sign posts and signage that are not the standard used by the COUNTY, for aesthetic reasons, in that certain residential area of Seminole County known as The Village of Remington subdivision; and

WHEREAS, ASSOCIATION has agreed to install and maintain such non-standard posts and signage and pay for any increased costs relating in any way to the non-standard posts, signage and associated structures; and

WHEREAS, COUNTY has agreed to enter into this Agreement subject to the COUNTY's continuing ability to protect the public's health, safety and welfare.

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

Section 1. Purpose. The purpose of this Agreement is to establish the terms and conditions by which COUNTY shall permit ASSOCIATION to utilize non-standard posts and street signage and to

install and maintain such posts and signage.

Section 2. Term. This Agreement shall become effective upon execution by all parties and terminate on the same date five (5) years hence. The Agreement shall automatically be renewed thereafter for successive periods of one (1) year each, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than sixty (60) days' written notice delivered to the other party or, at the option of COUNTY, immediately in the event that ASSOCIATION fails to fulfill any of the terms, understandings or covenants of this Agreement.

Section 4. Signage.

(a) ASSOCIATION shall acquire and install, at its sole cost, the posts at the signage locations established by COUNTY in the subdivision as depicted in Exhibit "A," attached hereto and incorporated herein. ASSOCIATION shall attach, at its sole cost, the street and traffic signage provided or approved by COUNTY to such posts.

(b) COUNTY reserves the right to make any and all final decisions with regard to all post and signage installations. Request for permission to install the above-referenced posts and signage shall be in writing by ASSOCIATION to COUNTY and include the following information:

(1) the type of post to be installed;

(2) the location of the posts; and

(3) the authorized signature of the individual making the request on behalf of ASSOCIATION.

(c) It shall be ASSOCIATION's sole and exclusive obligation to replace lost, stolen or damaged posts with replacement posts unless ASSOCIATION requests that COUNTY reinitiate its standard signage program. Such request by ASSOCIATION shall be in writing and with no less than thirty (30) days' advance written notice.

Section 5. Final Signage Plans and Related Matters.

(a) ASSOCIATION shall provide COUNTY with the proposed design plans and specifications for all posts to be installed and COUNTY shall review the plans and specifications and respond appropriately. COUNTY shall be the sole and exclusive party with approval authority as to all final plans and specifications. Prior to commencement of any installation activities by ASSOCIATION, COUNTY's written approval must be obtained.

(b) Signage standards shall be as follows:

(1) ASSOCIATION shall comply with applicable signage installation and maintenance regulations set forth in the Manual on Uniform Traffic Control Services promulgated by the United States Department of Transportation Federal Highway Administration; Chapter 316, Florida Statutes; Chapter 250, Seminole County Code; and Seminole County Land Development Code Appendix A.

(2) Method for obtaining replacement signage from COUNTY: Faded or damaged signs may be traded on a one (1) for one (1) basis at any reasonable time during a COUNTY workday from 7:00 a.m. to 3:30 p.m. Arrangements must be made, in advance, by telephone with COUNTY's Traffic Engineer. The signage provided by COUNTY shall be COUNTY's standard signage.

(3) Emergency Procedures.

(A) COUNTY's Traffic Engineer operates a twenty-four (24) hour sign service for damaged or stolen traffic regulatory signs such as stop signs, yield signs and do not enter signs as well as some warning signs such as turn signs with speed advisory or chevron curve signs. In emergency situations when ASSOCIATION cannot immediately replace its signage, ASSOCIATION shall request emergency signage by contacting COUNTY's emergency contact and advising the individual of the emergency.

(B) When notified by the Seminole County Sheriff's Office or another responsible third party that any of ASSOCIATION's signage is downed or damaged, COUNTY shall replace such signage with appropriate standard COUNTY signage. COUNTY shall notify ASSOCIATION as soon as is reasonably possible of the replacement signage. In turn, ASSOCIATION shall advise COUNTY of its standard signage repair/replacement schedule for the restoration of ASSOCIATION signage.

Section 6. Maintenance and Operation. Upon installation of the posts and attachment of the signage, ASSOCIATION shall maintain full responsibility for maintenance and operation of signage subject to the provisions of this Agreement.

Section 7. Level of Maintenance. ASSOCIATION shall maintain the signage in accordance with all COUNTY policies. ASSOCIATION shall record all maintenance activities relative to the signage on a COUNTY approved log sheet and provide a copy of same to COUNTY on the first day of each month after maintenance has been performed.

Section 8. Repair, Modification and Replacement. It is hereby understood and agreed by the parties hereto that COUNTY may remove the signage for repair wherever it deems, in its sole and exclusive discretion, that such action would be in the public interest. ASSOCIATION shall not replace or make any modifications, excluding normal maintenance activities, to the signage without COUNTY's prior written approval, except in clear emergency situations in which case COUNTY shall be immediately notified.

Section 9. Level of Service. It is expressly understood and agreed by the parties hereto that the effect of the posts must be such that traffic will be properly handled. Necessary modifications or replacements may be made by COUNTY, at its sole cost, to accommodate the changing needs of traffic whenever it deems such action appropriate in its sole and exclusive discretion.

Section 10. Agreement in Force. It is understood and agreed to by the parties hereto that this Agreement shall, to the extent permitted by law, remain in force during the life of the original installed posts and any replacement posts installed by ASSOCIATION with the consent of COUNTY.

Section 11. Indemnification. ASSOCIATION does hereby indemnify and hold harmless COUNTY from any and all liability, costs, claims and judgment, including, but not limited to, attorneys' fees whether resulting from litigation or not, arising out of or allegedly arising out of this Agreement in any way for the design, placement, installation, modification, use, reinstallation or replacement of the posts due to the acts or omissions of ASSOCIATION, its officers, members, contractors, subcontractors, workers, employees, agents, guests, or representatives, respectively. ASSOCIATION further agrees to cause the posts to be covered by such insurance as may be required by COUNTY.

Section 12. Insurance.

(a) ASSOCIATION shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, if applicable, General Liability Insurance and Property Damage Insurance as will provide to COUNTY the protection contained in the foregoing Indemnification provision.

(b) Policies other than Workers' Compensation shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation, if applicable, may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(c) ASSOCIATION shall specifically protect COUNTY by either naming the COUNTY as an additional insured under such policies, or, in the alternative, by providing an endorsement in accordance with the indemnification provision of Section 11. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. The ASSOCIATION shall carry limits of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) on account of any one (1) occurrence.

(d) Prior to commencement of work hereunder, ASSOCIATION shall furnish to COUNTY a certificate of written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of COUNTY in such insurance shall not be effective until thirty (30) days' after written notice thereof to COUNTY. COUNTY may require a certified copy of such policies to be delivered by ASSOCIATION.

(e) 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 Best's Rating and Financial Size Category, ASSOCIATION shall, as soon as ASSOCIATION has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a difference insurance company meeting the requirements of this Agreement. Until such time as ASSOCIATION has

replaced the unacceptable insurer with an insurer acceptable to COUNTY, ASSOCIATION shall be deemed to be in default of this Agreement.

(f) The maintenance of the insurance coverage set forth herein shall not be construed to limit ASSOCIATION's liability under the provisions of Section 11.

(g) ASSOCIATION agrees to insert the substance of this clause, including this subsection (g) in all contracts and subcontracts hereunder.

Section 13. Public Records. ASSOCIATION shall allow public access to all documents, papers, letters or other material which are made or received in conjunction with this Agreement subject to the provisions of Chapter 119, Florida Statutes. Failure by ASSOCIATION to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement.

Section 14. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements of 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.

Section 15. Assignments. Neither of the parties to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

Section 16. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 17. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity shall not affect

other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

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 employee, contractor, agent, representative, partner or any similar relationship between the parties, or as constituting the ASSOCIATION, including its officers, employees and agents, the partner, agent, contractor, representative or employee of COUNTY for any purpose or in any manner whatsoever. ASSOCIATION is to be and shall remain forever an independent agency, entity and organization with respect to all matters arising under this Agreement.

Section 19. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 20. Representative of COUNTY and ASSOCIATION.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by ASSOCIATION, shall designate in writing and shall advise ASSOCIATION in writing of one (1) or more COUNTY employees to whom all communication 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) ASSOCIATION shall, at all times, designate or appoint one (1) or more representatives of ASSOCIATION who are authorized to act in

behalf of ASSOCIATION regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

Section 19. 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 request as follows:

For COUNTY:

Seminole County Traffic Engineer
Department of Public Works
Traffic Engineering Division
140 Bush Loop
Sanford, Florida 32773

For ASSOCIATION:

The Village of Remington Homeowners Association, Inc.
109 N. Westmonte Drive, #100
Altamonte Springs, Florida 32714

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

Section 20. Compliance with Law. ASSOCIATION agrees to comply with all Federal, State and local laws, rules and regulations.

IN WITNESS THEREOF, the parties have caused these presents to be executed this _____ day of _____, 20__.

ATTEST:

LARRY RASH, Secretary

(CORPORATE SEAL)

THE VILLAGE OF REMINGTON
HOMEOWNERS ASSOCIATION, INC.

By: _____
CYNDI GUNDY, President

Date: 5-22-07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

SED/lpk
5/11/07
P:\Users\lkennedy\My Documents\Public Works\Decorative Sign Agt-Remington Village HOA.doc

Attachment:
Exhibit "A" - Signage Location Map

Remington Village
Decorative Post Agreement
5/7/07
District 1

Signs

- Stop Sign w/ Street Ids
- Speed Limit 25

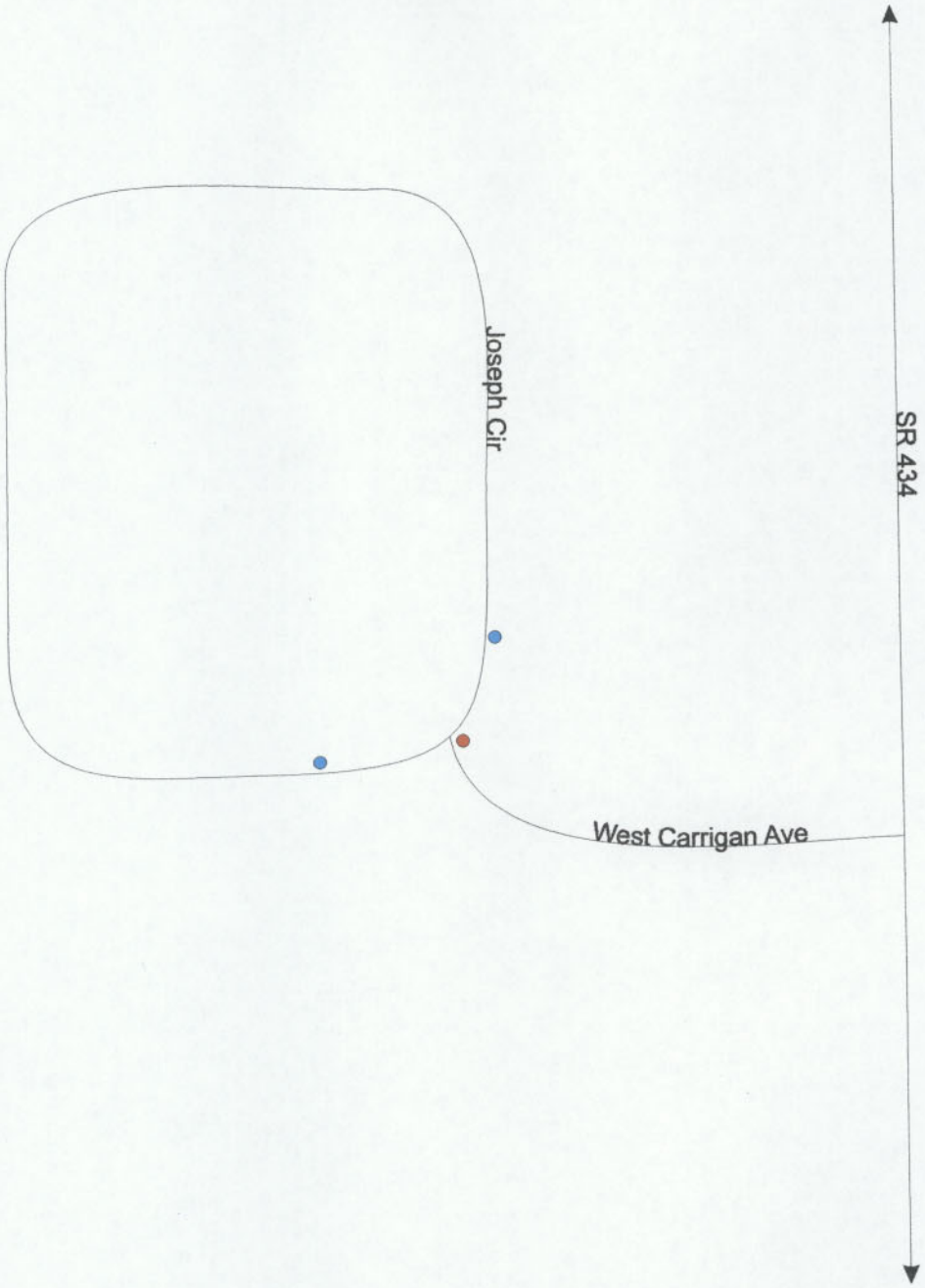


EXHIBIT A

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JT VILLA-5

DATE (MM/DD/YYYY) 05/10/07

PRODUCER

Brown & Brown of Florida, Inc.
2600 Lake Lucien Dr., Ste. 330
Maitland FL 32751-7234
Phone: 407-660-8282 Fax: 407-660-2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

The Village of Remington HOA,
C/O Central Property Mgt Inc
190 N Westmonte Dr #100
Altamonte Springs FL 32714

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Auto Owners Ins. Co (CLD)	18988
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	72690171	11/09/06	11/09/07	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$50,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

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

Holder has additional insured status as granted by the general liability policy only with respects to the operations of the named insured.

CERTIFICATE HOLDER

SEMIN25

Seminole County
C/O Traffic Engineering
140 Bush Loop
Sanford FL 32773

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jenelle Tenda

© ACORD CORPORATION 1988

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Creamer property

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Creamer property. Approval of a proposed negotiated settlement relating to Parcel Number 112, Eden Park Avenue road improvement project. The proposed settlement is at the total sum of $27,470.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. Judge Perry.

District 3 Dick Van Der Weide Bob McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:
Staff recommends the Board approve the proposed negotiated settlement relating to Parcel Number 112, Eden Park Avenue road improvement project. The proposed settlement is at the total sum of $27,470.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. Judge Perry.

ATTACHMENTS:

1. Creamer Property

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: David G. Shields, Assistant County Attorney
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David Nichols, Principal Engineer/Engineering Division 5-25-07

DATE: May 25, 2007

RE: Settlement Authorization
Eden Park Avenue
Parcel No. 112; Creamer
Seminole County v. Novoa, et al.
Case No. 2005-CA-1237-13-G

This Memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel No. 112 on the Eden Park Avenue road improvement project. The recommended settlement is at the total sum of $27,470.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to Parcel No. 112, allocated as follows:

$16,000.00 land value
$ 2,970.00 statutory attorney's fees; and
$ 8,500.00 costs

I. THE PROPERTY:

A. Location Data

The subject property is located along the west side of Eden Park Avenue, approximately 163.28 feet south of Bunnell Road, within unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 572 Eden Park Avenue, Altamonte Springs, Florida 32714. A Parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2004-R-73 on April 13, 2004, authorizing the acquisition of Parcel No. 112. The Eden Park Avenue improvement project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 31, 2005 for Parcel No. 112. Seminole County obtained title to Parcel No. 112 on September 7, 2005, the date of deposit of the good faith amount for Parcel No. 112.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 112 is 1,914 square feet in fee simple from a parent tract of 20,000 square feet with a remainder of 18,086 square feet.

IV APPRAISED VALUES

The County's original report dated January 7, 2005, was prepared by Clayton, Roper & Marshall, Inc., and reported full compensation to be $7,000.00. An additional report updated for the order of take hearing dated July 21, 2005, opines the value to be $7,700.00 for Parcel No. 112.

Florida Real Estate Analysts, Inc., performed an appraisal for the owners opining full compensation at $24,000.00 as of September 6, 2005.

V BINDING OFFER/STATUS OF THE CASE

The County's initial written offer was $7,000.00, exclusive of costs and fees. On February 14, 2007, the County served an offer of judgment for $12,000.00, exclusive, on the owners, which was the County's starting position during negotiations. The owners' position was $24,000.00, exclusive. The parties' negotiated settlement is at $16,000.00, exclusive.

The difference between the County's $7,700.00 appraisal value and the owners' $24,000.00 appraisal value is $16,300.00. Both appraisals appear to represent good faith efforts to arrive at a fair valuation. When faced with two "reasonable," but differing appraisals, juries tend to return a verdict around midpoint. The midpoint of the appraisals is $15,850.00. A settlement at $16,000.00 is slightly above midpoint, essentially a “rounding off” of the midpoint, and therefore reasonable under the circumstances of this parcel.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals $2,970.00. The sum is statutorily computed based upon a settlement sum of $16,000.00 to the owners, less the first written offer of $7,000.00 to produce a benefit of $9,000.00.

B. Cost Reimbursements. The owner's cost claim, after negotiation, of $8,500.00 for experts' fees and costs is reasonable.

VII COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of $27,470.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

DGS/dre
Two (2) Attachments:
Exhibit A - Location Map
Exhibit B - Sketch
P:\USERS\DEDGE\MY DOCUMENTS\MEM\AGENDA ITEM NOVOA CREAMER 112 EDEN SETTLEMENT.DOC

SITE LOCATION MAP

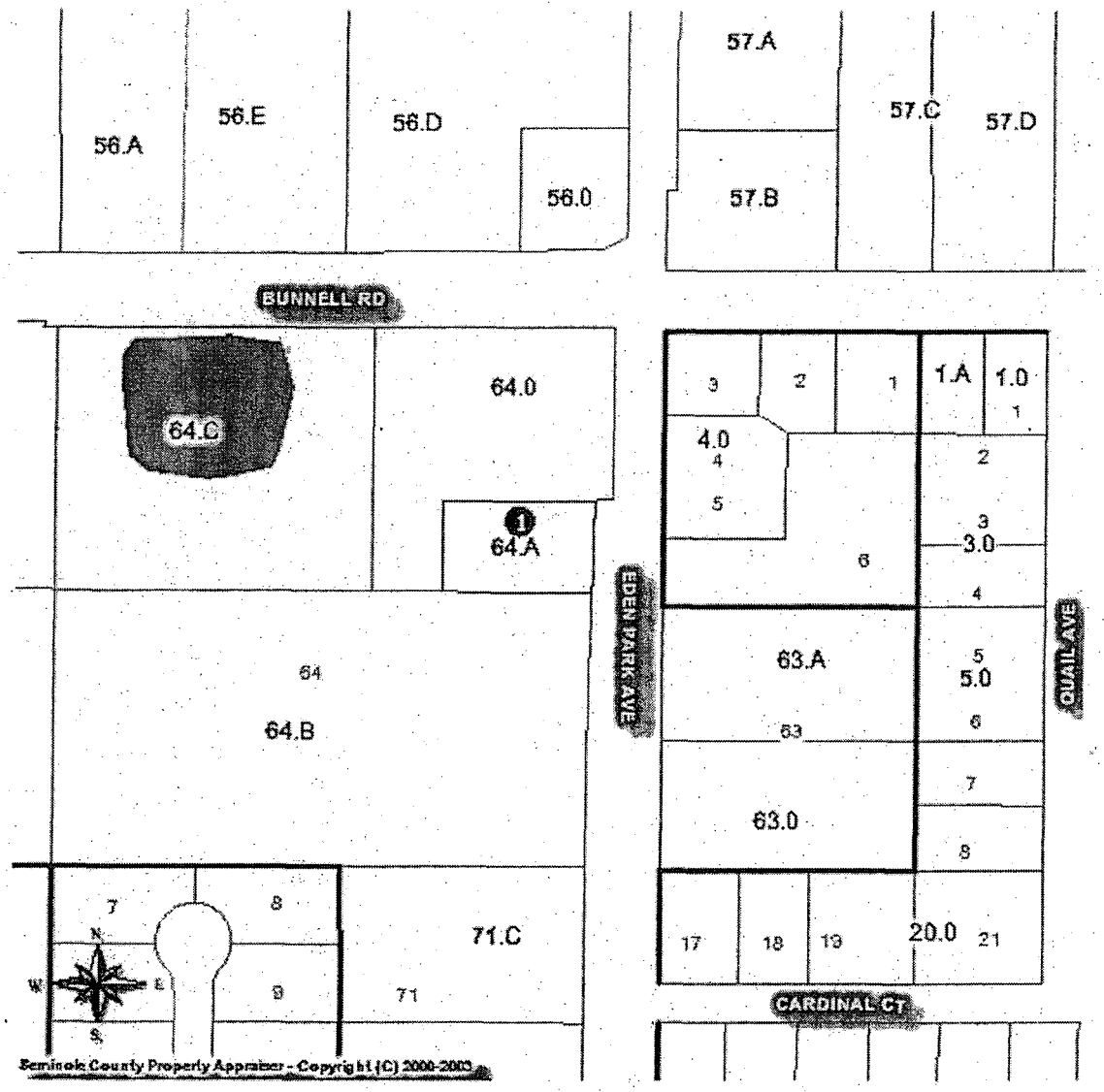


EXHIBIT A

PROPERTY SKETCH
(Parcel 112 – Eden Park Avenue)
The Creamer Property

Parent Tract:	20,000 S.F.
Taking:	1,914 S.F.
Remainder:	18,086 S.F.

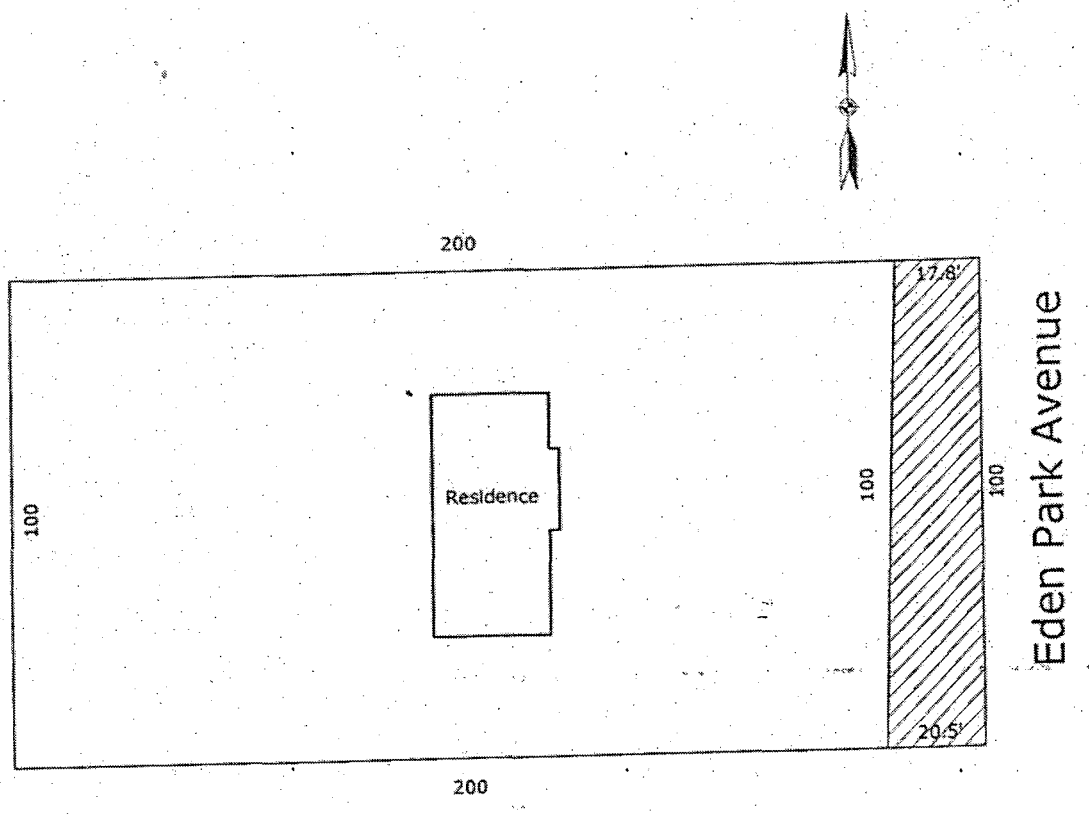


EXHIBIT B

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Levine property

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Levine property. Approval of a proposed negotiated settlement relating to Parcel Number 106, Eden Park Avenue road improvement project. The proposed settlement is at the total sum of $43,730.50 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. Judge Perry.

District 3 Dick Van Der Weide Bob McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:
Staff recommends the Board approve the proposed negotiated settlement relating to Parcel Number 106, Eden Park Avenue road improvement project. The proposed settlement is at the total sum of $43,730.50 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. Judge Perry.

ATTACHMENTS:

1. Levine Property

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: David G. Shields, Assistant County Attorney
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David Nichols, Principal Engineer/Engineering Division 5-25-07

DATE: May 21, 2007

RE: Settlement Authorization
Eden Park Avenue
Parcel No. 106; Levine
Seminole County v. Novoa, et al.
Case No. 2005-CA-1237-13-G

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel No. 106 on the Eden Park Avenue road improvement project. The recommended settlement is at the total sum of $43,730.50 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay in the referenced case allocated as follows:

$30,000.00 land value
$ 5,230.50 statutory attorney's fees; and
$ 8,500.00 costs

I. THE PROPERTY:

A. Location Data

The subject property is located along the west side of Eden Park Avenue, approximately 80.06 feet north of Cub Lake Drive, within unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 632 Eden Park Avenue, Altamonte Springs, Florida 32714. A Parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2004-R-73 on April 13, 2004, authorizing the acquisition of Parcel No. 106. The Eden Park Avenue improvement project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 31, 2005 for Parcel No. 106. Seminole County obtained title to Parcel No. 106 on September 7, 2005, the date of deposit of the good faith amount for Parcel No. 106.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 106 is 3,407 square feet in fee simple from a parent tract of 16,816 square feet with a remainder of 13,409 square feet.

IV APPRAISED VALUES

The County's original report dated January 20, 2005, was prepared by Clayton, Roper & Marshall, Inc., and reported full compensation to be $14,150.00. An additional report updated for the order of take hearing dated July 21, 2005, opines the value to be $15,350.00 for Parcel No. 106.

Florida Real Estate Analysts, Inc., performed an appraisal for the owners opining full compensation at $45,100.00 as of September 6, 2005.

V BINDING OFFER/NEGOTIATION

The County's initial written offer was $14,150.00, exclusive of costs and fees. On February 14, 2007, the County served an offer of judgment for $21,000.00, exclusive, on the owners, which was the County's position going into mediation that was held on May 8, 2007. The owners started at $45,100.00, exclusive, and the parties negotiated to a $30,000.00 settlement, exclusive, at the mediation.

The difference between the County's $15,350.00 appraisal value and the owners' $45,100.00 appraisal value is $29,750.00. Both appraisals appear to represent good faith efforts to arrive at a fair valuation. When faced with two "reasonable," but differing appraisals, juries tend to return a verdict around midpoint. The midpoint of the two appraisals is $30,225.00. A settlement at $30,000.00 is below midpoint and reasonable under the circumstances of the case.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals $5,230.50. The sum is statutorily computed based upon a settlement sum of $30,000.00 to the owners, less the written offer of $14,150.00 to produce a benefit of $15,850.00.

B. Cost Reimbursements. The owners' cost claim, after negotiation, of $8,500.00 for experts' fees and costs is reasonable.

VII COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of $43,730.50 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

DGS/dre
Two (2) Attachments:
Exhibit A - Location Map
Exhibit B - Sketch
P:\USERS\DEDGE\MY DOCUMENTS\MEM\AGENDA ITEM NOVOA LEVINE 106 EDEN SETTLEMENT.DOC

SITE LOCATION MAP

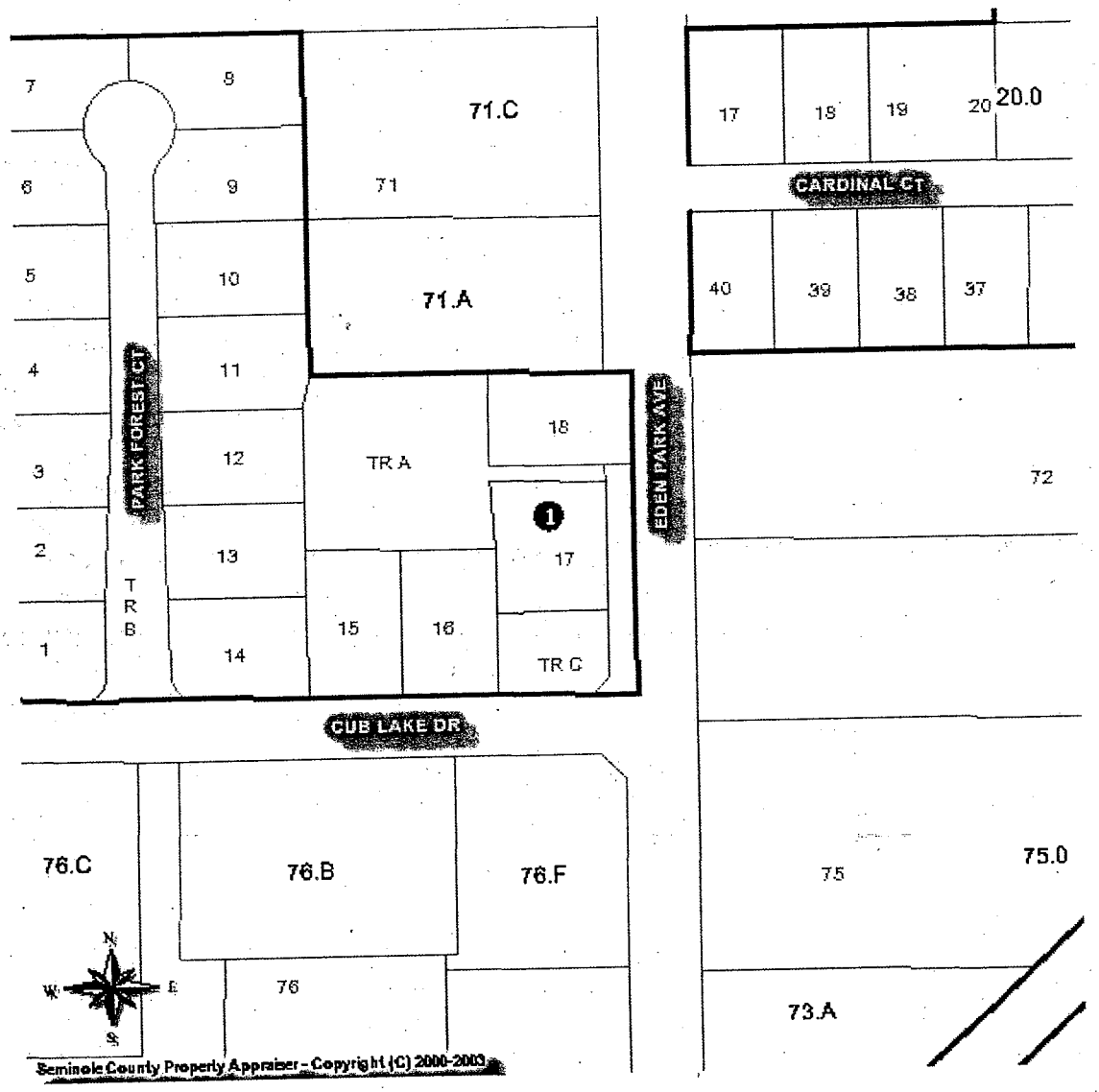


EXHIBIT A

PROPERTY SKETCH
(Parcel 106 – Eden Park Avenue)
The Levine Property

Parent Tract:	16,816 S.F.
Taking:	3,407 S.F.
Remainder:	13,409 S.F.

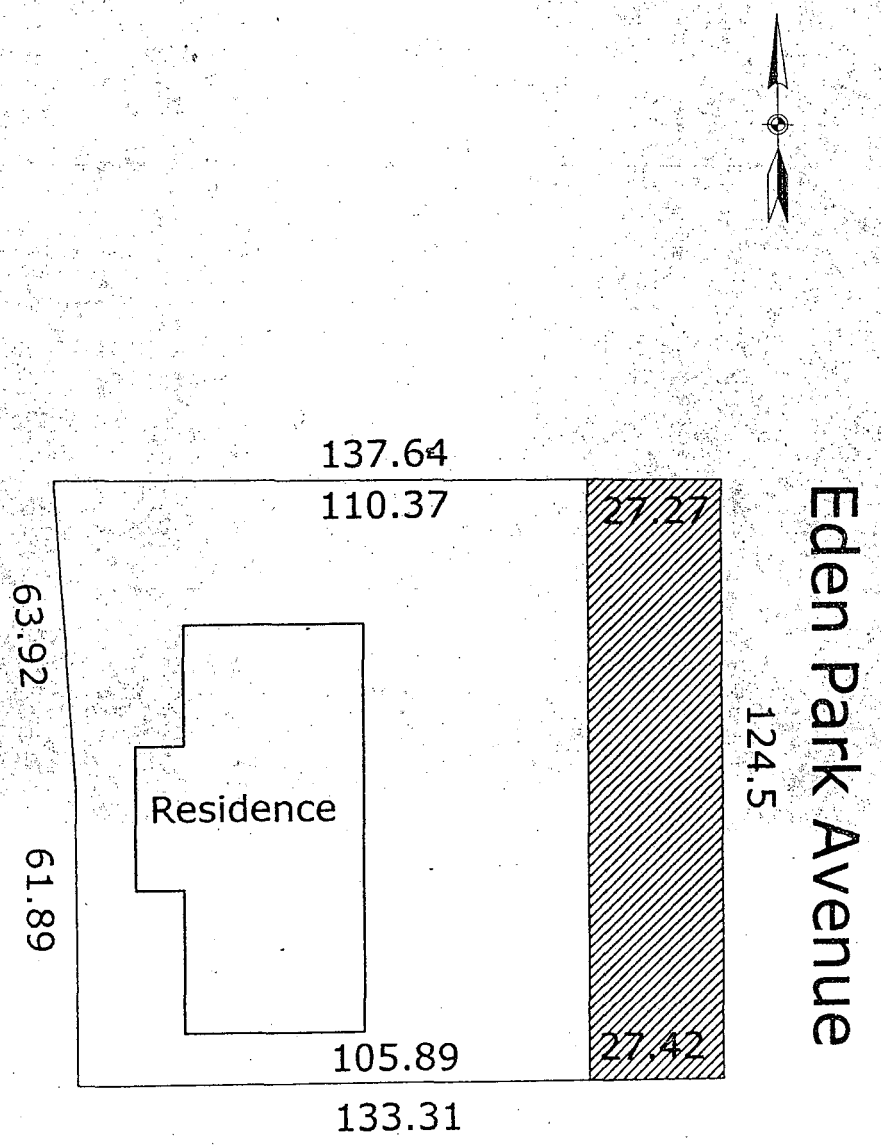


EXHIBIT B

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Thornburg property

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Thornburg property. Approval of a proposed negotiated settlement relating to Parcel Number 116, Bunnell Road improvement project. The proposed settlement is at the total sum of $44,110.00 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. Judge Perry.

District 3 Dick Van Der Weide Bob McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:
Staff recommends the Board approve the proposed negotiated settlement relating to Parcel Number 116, Bunnell Road improvement project. The proposed settlement is at the total sum of $44,110.00 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. Judge Perry.

ATTACHMENTS:

1. Thornburg Property

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: David G. Shields, Assistant County Attorney
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David Nichols, Principal Engineer/Engineering Division 5-25-07

DATE: May 30, 2007

RE: Settlement Authorization
Bunnell Road
Parcel No. 116; Thornburg
Seminole County v. Novoa, et al.
Case No. 2005-CA-1237-13-G

This Memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel No. 116 on the Bunnell Road road improvement project. The recommended settlement is at the total sum of $44,110.00 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay in the referenced case as to Parcel No. 116 allocated as follows:

$30,000.00 land value
$ 5,610.00 statutory attorney's fees; and
$ 8,500.00 costs

I. THE PROPERTY:

A. Location Data

The subject property is located on the north side of Bunnell Road approximately 493.82 feet west of First Avenue, within unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 1201 Bunnell Road, Altamonte Springs, Florida 32714. A Parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2004-R-72 on April 13, 2004, authorizing the acquisition of Parcel No. 116. The Bunnell Road improvement project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 31, 2005 for Parcel No. 116. Seminole County obtained title to Parcel No. 116 on September 7, 2005, the date of deposit of the good faith amount for Parcel No. 116.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 116 is 3,396 square feet in fee simple from a parent tract of 62,808 square feet with a remainder of 59,412 square feet.

IV APPRAISED VALUES

The County's original report dated November 29, 2004, was prepared by Clayton, Roper & Marshall, Inc., and reported full compensation to be $13,000.00. An additional report updated for the order of take hearing dated July 21, 2005, opines the value to be $13,900.00 for Parcel No. 116.

Florida Real Estate Analysts, Inc., performed an appraisal for the owner opining full compensation at $46,800.00 as of September 6, 2005.

V BINDING OFFER/STATUS OF THE CASE

The County's initial written offer was $13,000.00, exclusive of costs and fees. On February 14, 2007, the County served an offer of judgment for $18,000.00, exclusive, which was the County's starting position during negotiations. The owner's position was $46,800.00, exclusive. The parties' negotiated settlement is at $30,000.00, exclusive.

The difference between the County's $13,900.00 appraisal value and the owner's $46,800.00 appraisal value is $32,900.00. Both appraisals appear to represent good faith efforts to arrive at a fair valuation. When faced with two "reasonable," but differing appraisals, juries tend to return a verdict around midpoint. The midpoint of the two appraisals is $30,350.00. A settlement at $30,000.00 is below midpoint and reasonable under the circumstances of this parcel.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals $5,610.00. The sum is statutorily computed based upon a settlement sum of $30,000.00 to the owner, less the first written offer of $13,000.00 to produce a benefit of $17,000.00.

B. Cost Reimbursements. The owner's cost claim, after negotiation, of $8,500.00 for experts' fees and costs is reasonable.

VII COST AVOIDANCE

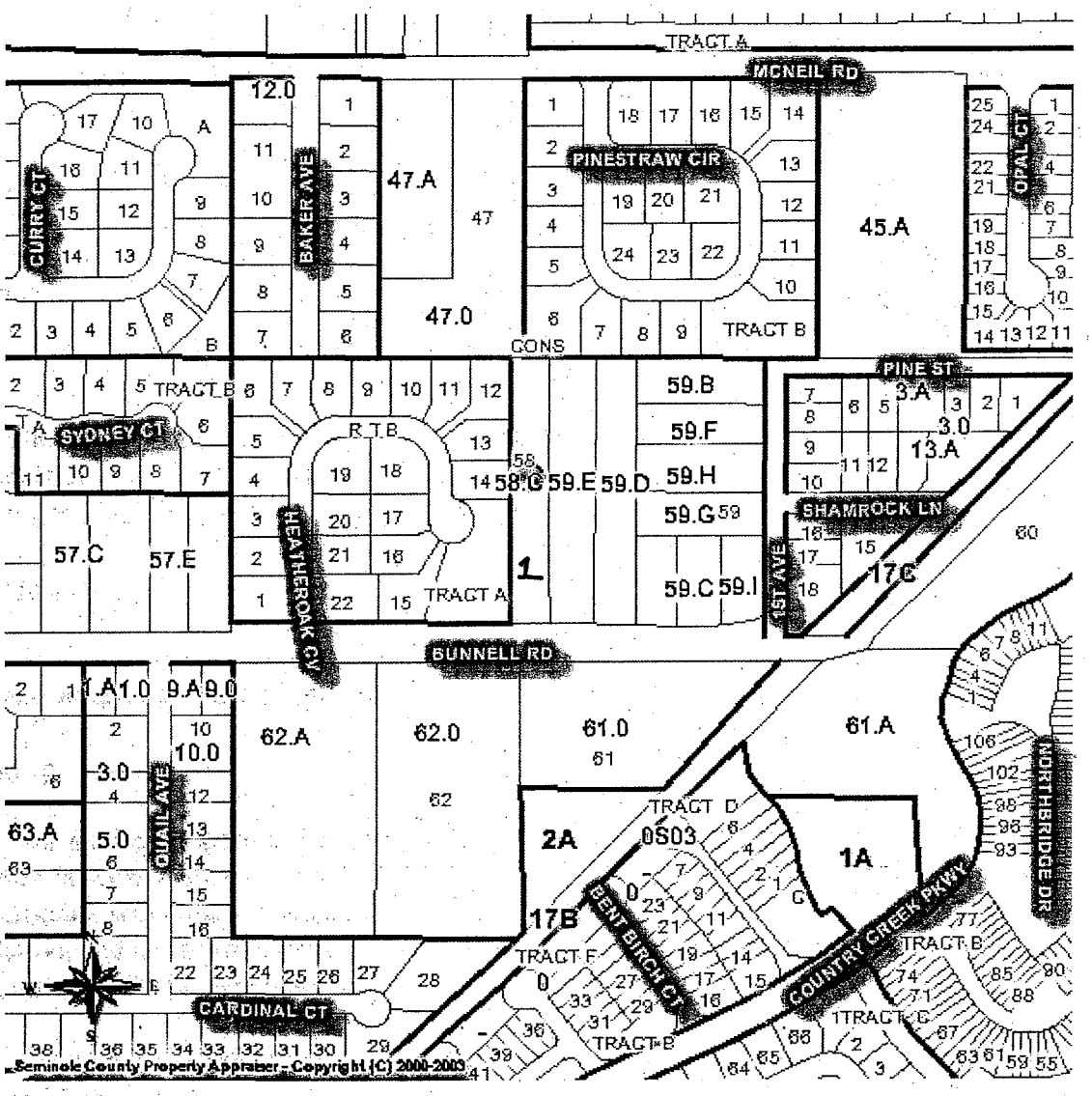
By this settlement, the County avoids all additional costs associated with litigation.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of $44,110.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

DGS/dre
Two (2) Attachments:
Exhibit A - Location Map
Exhibit B - Sketch
P:\USERS\DEDGE\MY DOCUMENTS\MEM\AGENDA ITEM NOVOA THORNBURG 116 BUNNELL SETTLEMENT.DOC

SITE LOCATION MAP



PROPERTY SKETCH
(Parcel 116 – Eden Park Avenue)
The Thornburg Property

Parent Tract:	62,808 S.F.
Taking:	3,396 S.F.
Remainder:	59,412 S.F.

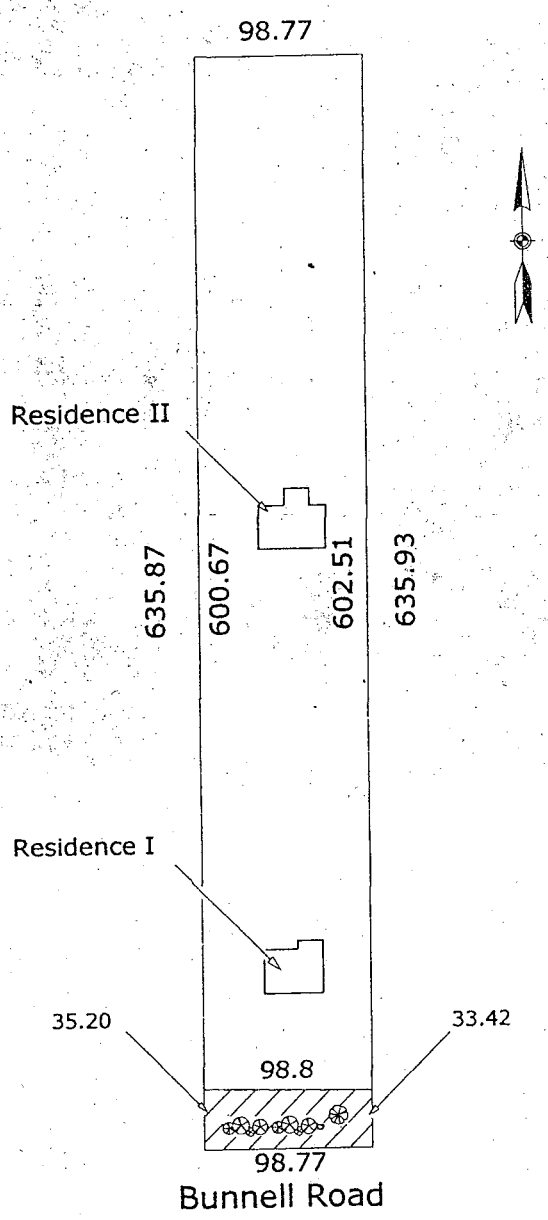


EXHIBIT B

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Highmoor property

DEPARTMENT: County Attorney's Office **DIVISION:** Property Acquisition

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Highmoor property. Approve and execute purchase agreement relating to Parcel Numbers 107, 109, and 117/717 of the County Road 15 (Monroe Road) improvement project, for $355,000.00, inclusive of all fees and costs.

District 5 Brenda Carey Bob McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:
Staff recommends the Board approve and execute purchase agreement relating to Parcel Numbers 107, 109, and 117/717 of the County Road 15 (Monroe Road) improvement project, for $355,000.00, inclusive of all fees and costs.

ATTACHMENTS:

1. Highmoor Property

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

FROM: Matthew G. Minter, Deputy County Attorney

CONCUR: Pam Hastings, Administrative Manager/Public Works Department 005801
David V. Nichols, P.E., Principal Engineer/Engineering 5-30-07

DATE: June 1, 2007

SUBJECT: Purchase Agreement Authorization
Owner: Highmoor, LLC
Parcel Nos. 107, 109 and 117/717
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. 107, 109 and 117/717. The parcels are required for the County Road 15 improvement project. The purchase price is $355,000.00, inclusive of all attorney fees and costs.

I THE PROPERTY

A. Location Data

Parcel No. 107 is located along the west side of County Road 15 north of Palm Terrance. Parcel No. 109 is located along the east side of County Road 15 south of Narcissus Avenue. Parcel Nos. 117 and 717 are located at the northeast corner of County Road 15 and Narcissus.

1. Location Map (Composite Exhibit A);
2. Sketch (Composite Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

The physical address for Parcel No. 107 is 225 Monroe Road, Sanford, FL 32771.

Parcel Nos. 109 and 117/717 have no assigned street numbers.

C. Description

Parcel No. 107

The parent tract is a 2.199 acre site, mostly rectangular shaped. The subject site is vacant.

Parcel No. 109

The parent tract is a 4.040 acre L-shaped site. The subject site is vacant.

Parcel Nos. 117/717

The parent tract is a 16.415 acre site, generally rectangular in shape. The subject site is vacant.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 107 and 109 and Resolution No. 2006-R-271 on December 12, 2006, authorizing the acquisition of Parcel Nos. 117/717. The Resolutions found that the County Road 15 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

Parcel No. 107. The parent tract contains 2.199 acres. The fee simple acquisition contains 0.150 acres leaving a remainder of 2.049 acres. The taking occurs along the west boundary of the parent and will include a driveway, palm tree and well.

Parcel No. 109. The parent tract contains 4.040 gross acres. The fee simple acquisition contains 0.140 acres leaving a remainder of 3.900 gross acres. The taking occurs along the west boundary of the parent and includes fencing.

Parcel No. 117. The parent tract contains 16.415 gross acres. The fee simple acquisition contains 0.705 acres leaving a remainder of 15.710 gross acres. The taking occurs along the west boundary of the parent and includes fencing, gates, a small sign and a driveway.

Parcel No. 717. This parcel is a 107 square foot temporary construction easement which will be used to reconnect the existing driveway along County Road 15.

IV APPRAISED VALUE

Florida Realty Analysts, Inc. prepared the County's appraisal reports for Parcel Nos. 107, 109 and 117/717 as follows:

Parcel No. 107	$ 43,400.00	Report date:	July 5, 2006
Parcel No. 109	$ 32,000.00	Report date:	July 5, 2006
Parcel No. 117	$142,400.00	Report date:	October 20, 2006
Parcel No. 717	$ 300.00	Report date:	October 20, 2006

V BINDING OFFER/NEGOTIATIONS

The BCC authorized the following binding written offers were as follows:

Parcel No. 107	$ 55,000.00
Parcel No. 109	$ 38,000.00
Parcel No. 117	$150,000.00
Parcel No. 717	$ 450.00

The aggregate total for the binding written offers equal $243,450.00. County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement to purchase the needed property for $355,000.00.

VI SETTLEMENT ANALYSIS/COST AVOIDANCE

Highmoor, LLC with Evert De Boer as the Managing member hired experienced eminent domain attorney Richard Milian. The owner is a well known property developer and knowledgeable of the local real estate market. The parcels are part of a future development plan. Throughout the negotiation process, the owner remained steadfast on his opinion that all parcels are valued at $9.00 per square foot regardless of zoning differences, size of parent tract and highest and best use. The County's appraisals valued the smaller tracts (Parcel Nos. 107 and 109) at $5.00 per square foot and the larger tract (Parcel No. 117) at $4.25 per square foot. Adjusted comparable market sales in all three County appraisals range in value from $3.60 to $7.52 per square foot. Initially, the County made the first written offer higher than the appraised values totaling $243,450.00 for all parcels. After months of negotiations Highmoor, LLC made a firm and final offer of $355,000.00 for all parcels inclusive of fees and costs. This recommendation 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.

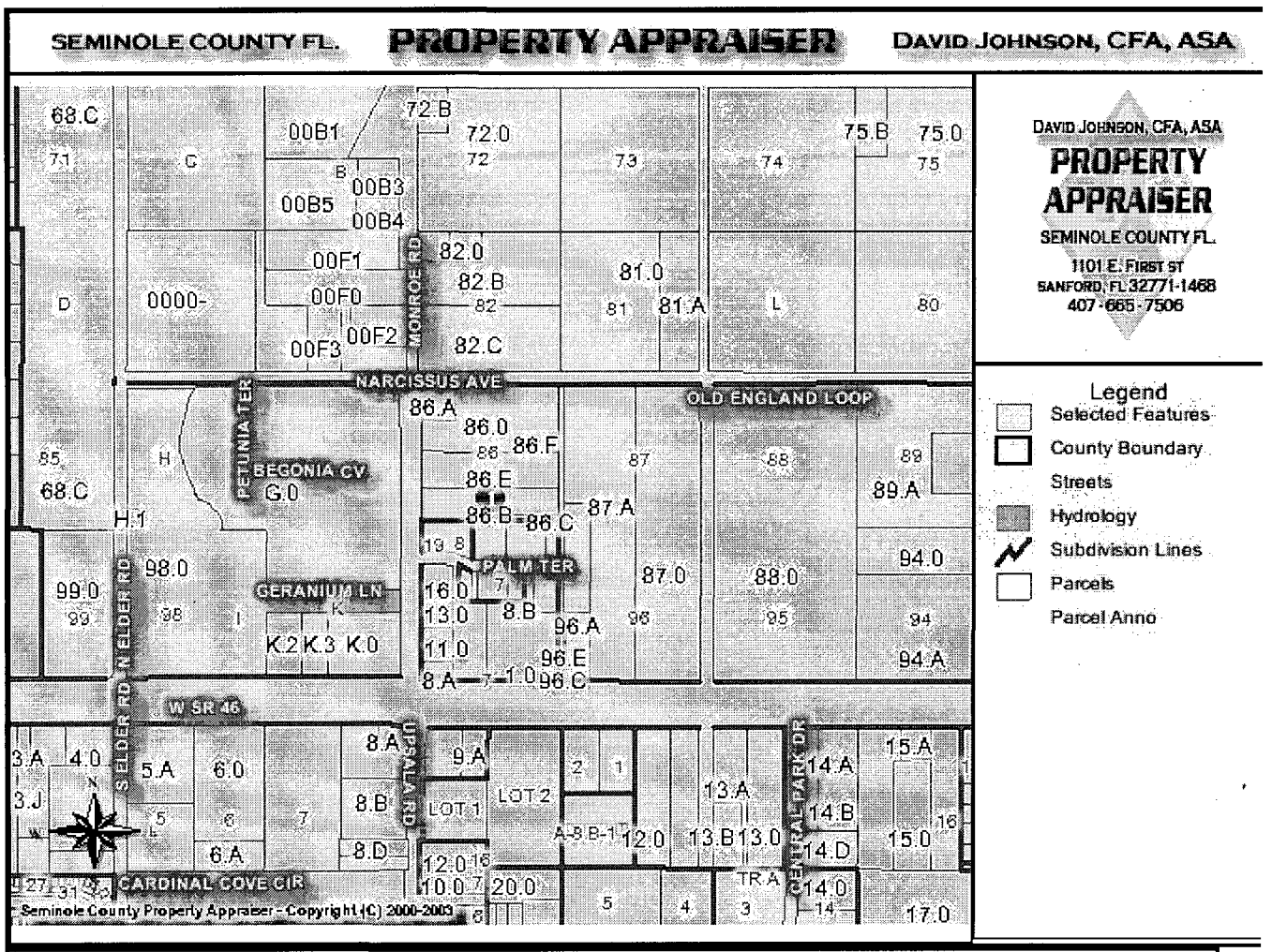
To ensure acquisition of the needed parcels, an eminent domain action has been filed on the referenced parcels but an order of take hearing has not been scheduled as of the date of this memorandum. It is anticipated that these parcels will be acquired through closing instead of order of take. Once the closing occurs, the eminent domain action will be dismissed.

VII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of $355,000.00, inclusive of attorney's fees and costs.

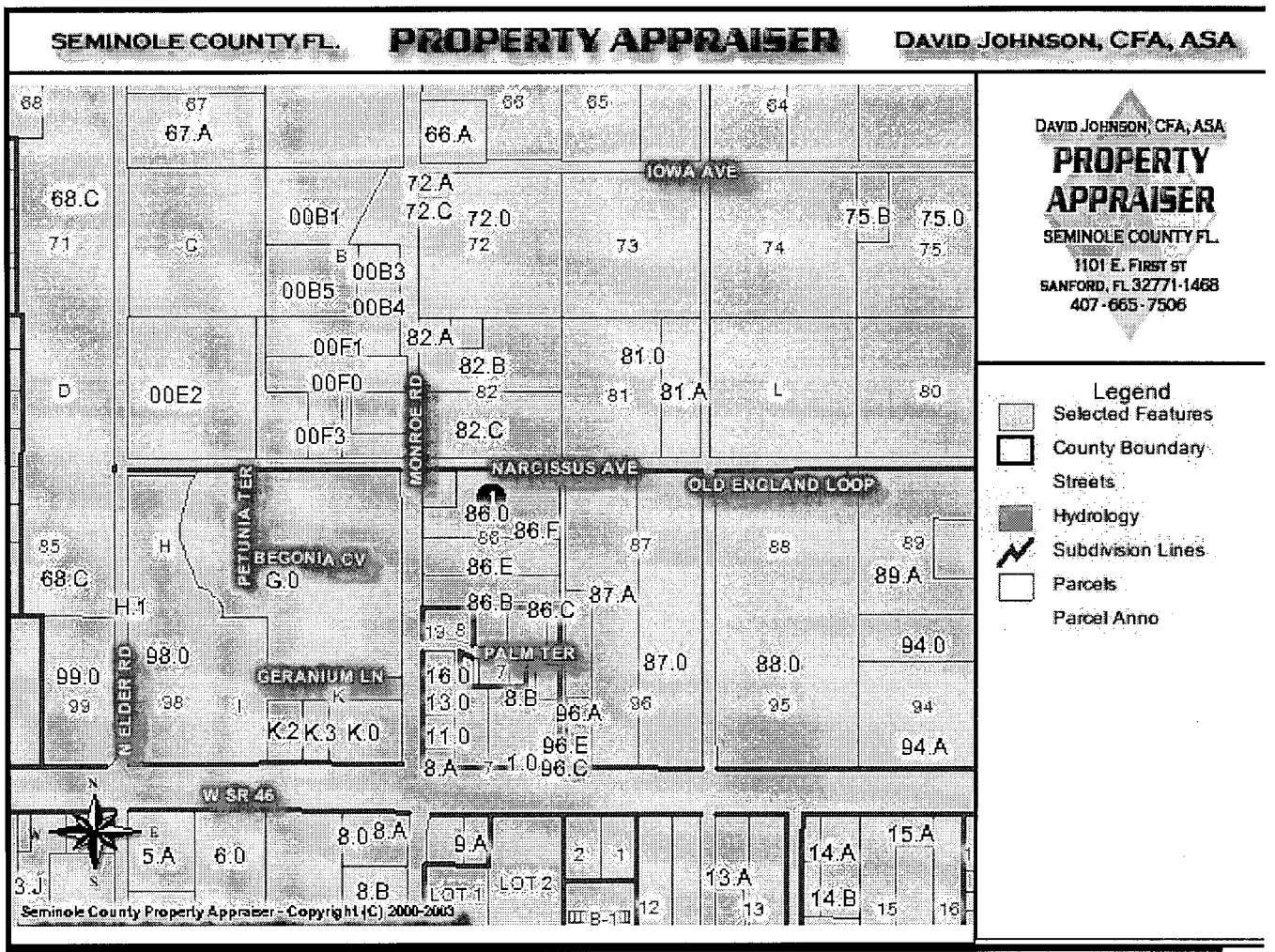
NN/sb/dre
Attachments:
Location Map (Composite Exhibit A)
Sketch (Composite Exhibit B)
Purchase Agreement (Exhibit C)
P:\USERS\LKENNEDY\MY DOCUMENTS\ACQ\C 15\HIGHMOOR 107 109 117 717 AGENDA ITEM.DOC

COMPOSITE EXHIBIT A - PARCEL NO. 107



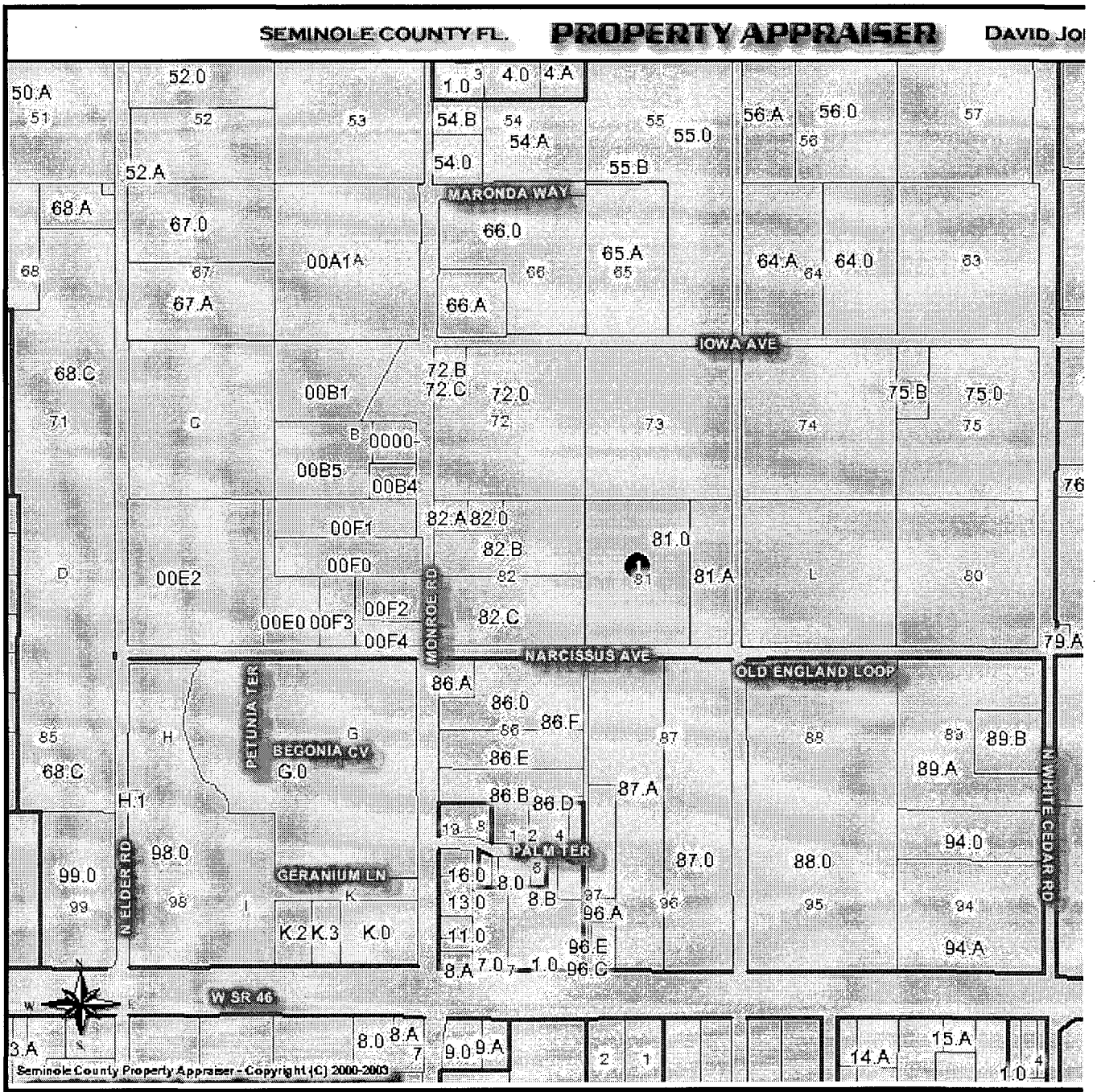
Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC0000086B	HIGHMOOR LLC	1489 SHADWELL CIR	LAKE MARY	FL	32746

COMPOSITE EXHIBIT A - PARCEL NO. 109



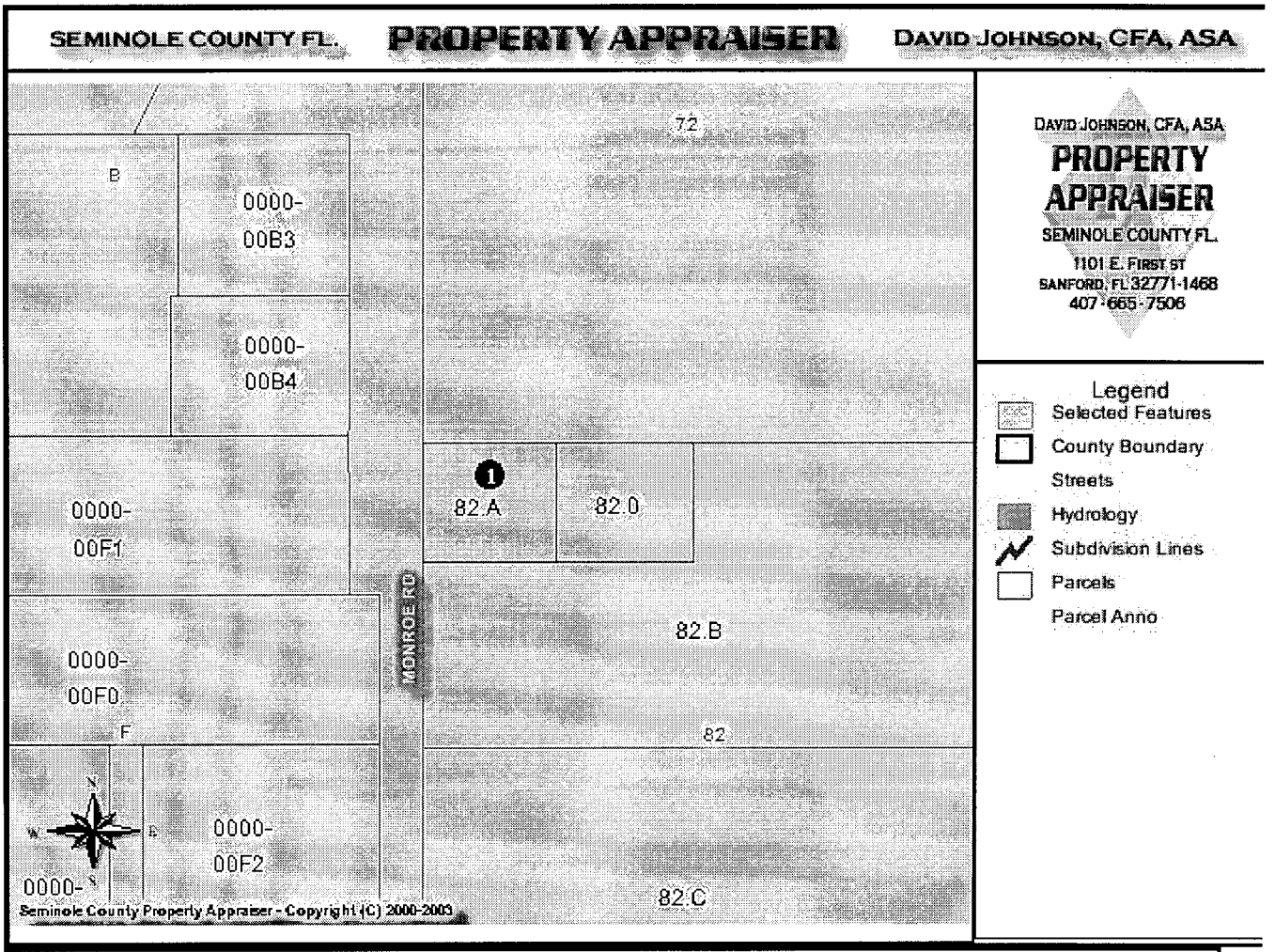
Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC00000860	HIGHMOOR LLC	1489 SHADWELL CIR	LAKE MARY	FL	32746

COMPOSITE EXHIBIT A - PARCEL NOS. 117/717



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC00000810	HIGHMOOR LLC	1489 SHADWELL CIR	LAKE MARY	FL	32746

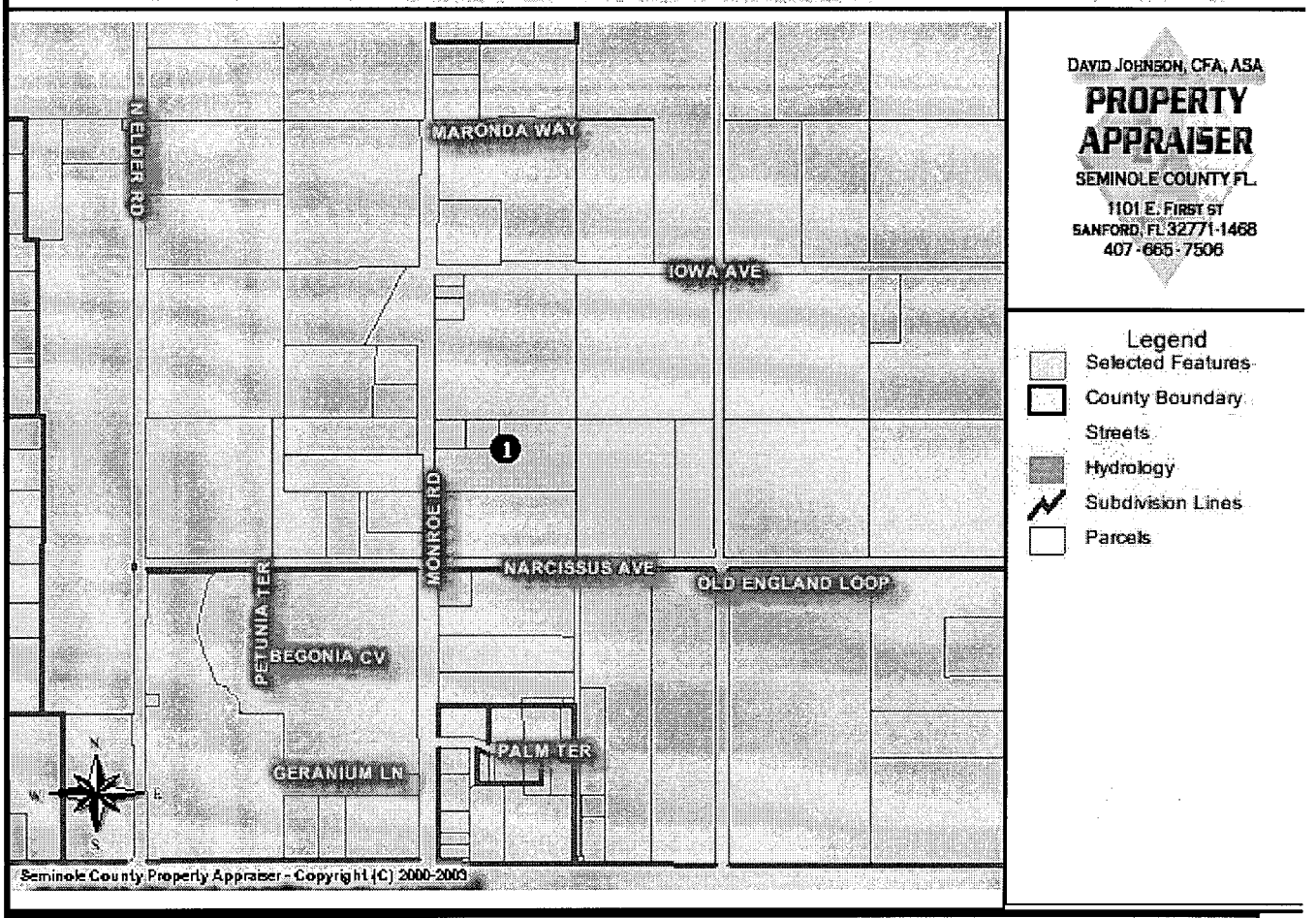
COMPOSITE EXHIBIT A - PARCEL NOS. 117/717



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC0000082A	HIGHMOOR LLC	1489 SHADWELL CIR	LAKE MARY	FL	32746

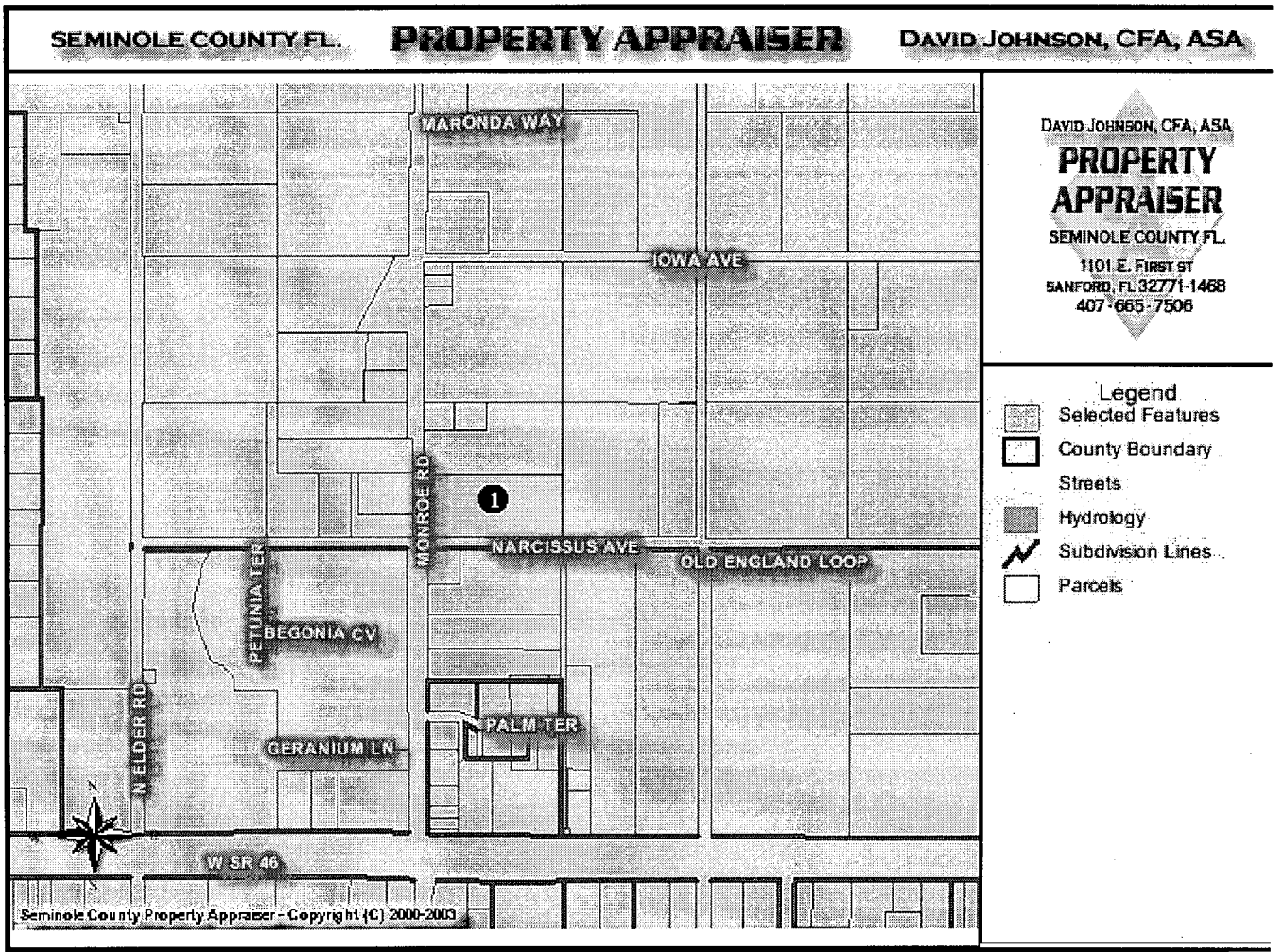
COMPOSITE EXHIBIT A - PARCEL NOS. 117/717

SEMINOLE COUNTY FL. **PROPERTY APPRAISER** DAVID JOHNSON, CFA, ASA



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC0000082B	HIGHMOOR LLC	1489 SHADWELL CIR	LAKE MARY	FL	32746

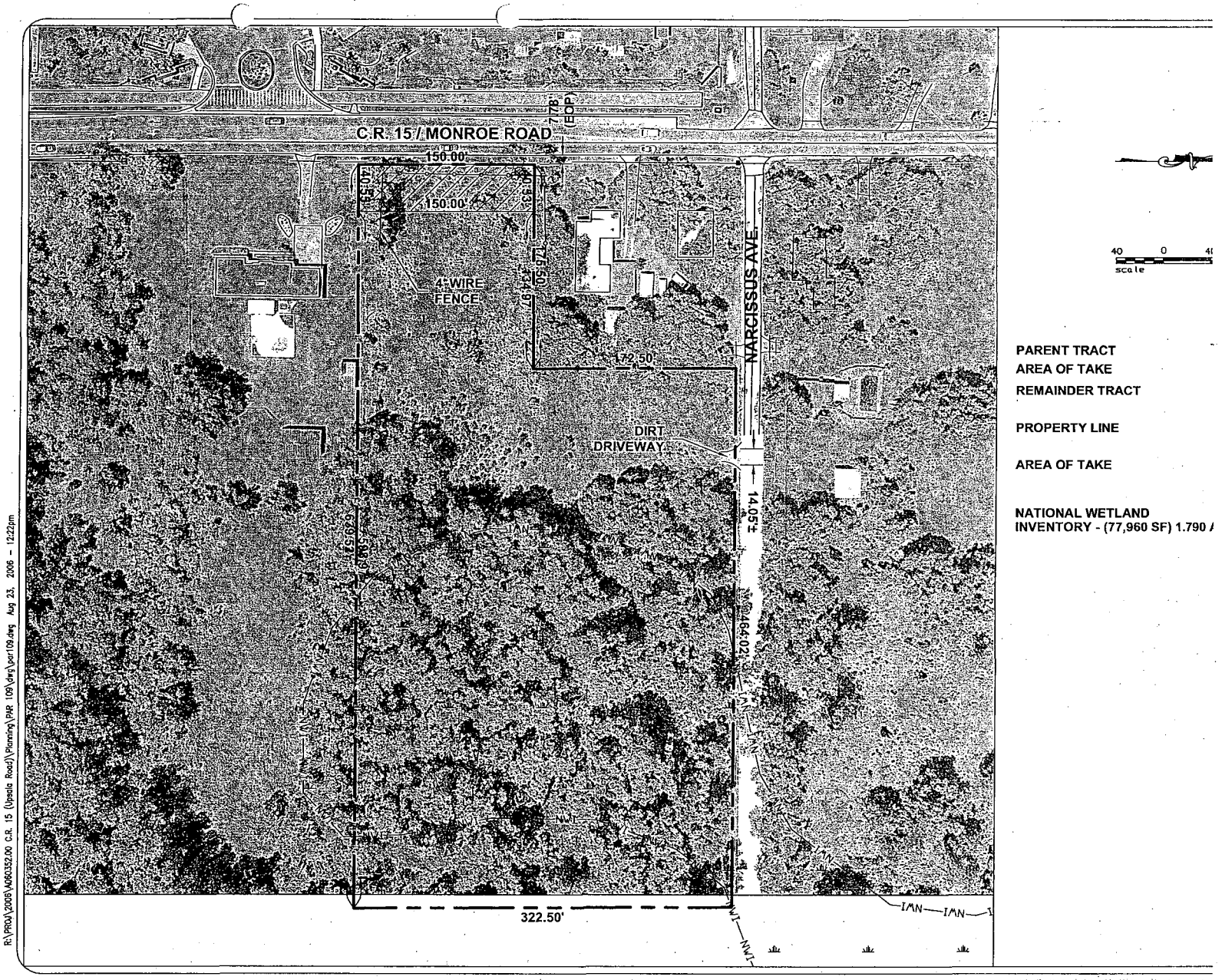
COMPOSITE EXHIBIT A - PARCEL NOS. 117/717



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AC0000082C	HIGHMOOR LLC	1489 SHADWELL CIR	LAKE MARY	FL	32746

COMPOSITE EXHIBIT B - PARCEL NO. 107

COMPOSITE EXHIBIT B - PARCEL NO. 109



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COMPOSITE EXHIBIT B - PARCEL NOS. 117/717

PARENT TRACT	16.415 AC
AREA OF TAKE	0.705 AC
REMAINDER TRACT	15.710 AC
PROPERTY LINE	

PARCEL 117
(30,710 SF) 0.705 AC

PARCEL 717
(107 SF) 0.002 AC

50 0 50 100
scale feet

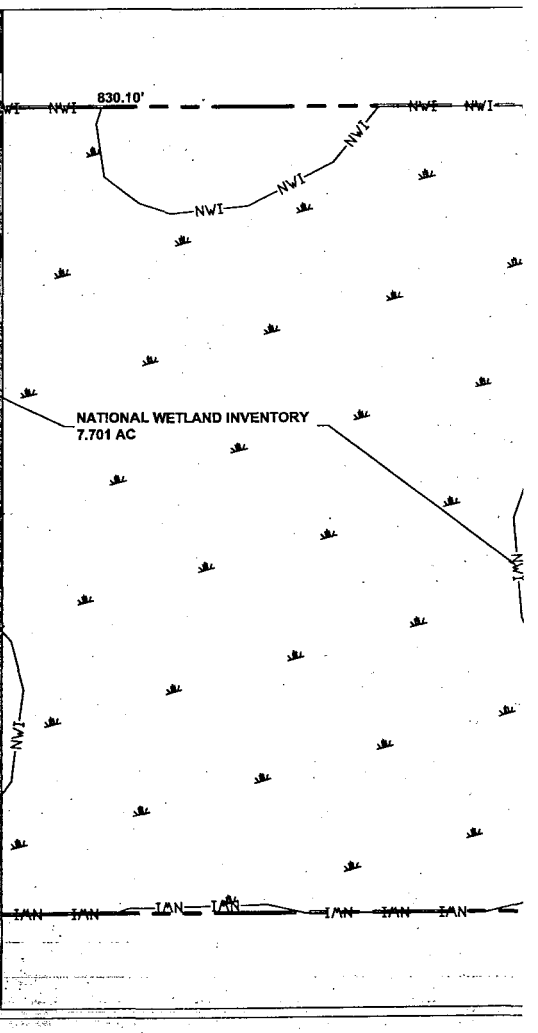

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EXHIBIT C

PURCHASE AGREEMENT
FEE SIMPLE/TEMPORARY CONSTRUCTION EASEMENT

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between HIGHMOOR, LLC, whose address is 1489 Shadwell Circle, Lake Mary, Florida 32746, hereinafter referred to as "OWNER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, the COUNTY requires the hereinafter described property for a 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 COUNTY hereby agrees to buy the following property upon the following terms and conditions:

I. LEGAL DESCRIPTIONS

PARCEL NO. 107 **COUNTY ROAD 15**
FEE SIMPLE

That portion of the South half of the South half of Lot 86, W. Beardall's Map of St. Joseph's, according to Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of said Lot 86, W. Beardall's map of St. Joseph's; thence North 00°09'03" West, along the Easterly existing right-of-way line of County Road 15 and the West line of said Lot 86, a distance of 161.25 feet to the North line of the South half of the South half of said Lot 86; thence departing said Easterly existing right-of-way line and said West lot line, North 89°58'24" East, along said North line, a distance of 40.57 feet; thence departing said North line, South 00°09'31" East, a distance of 161.25 feet to the South line of said Lot 86; thence South 89°58'24" West, along said South lot line, a distance of 40.59 feet to the **POINT OF BEGINNING**.

Containing 6,544 square feet more or less.

Parcel I. D. Number for 107: 16-19-30-5AC-0000-086B

AND

PARCEL NO. 109 **COUNTY ROAD 15**
FEE SIMPLE

That portion of the North half of Lot 86, less the North 172.5 feet, W. Beardall's Map of St. Joseph's, according to 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 86, W. Beardall's map of St. Joseph's; thence South 00°09'03" East, along the Easterly existing right-of-way line of County Road 15 and the West line of said Lot 86, a distance of 172.50 feet to the South line of the North 172.5 feet of said Lot 86 for a **POINT OF BEGINNING**; thence departing said Easterly existing right-of-way line, North 89°58'24" East, along said South line, a distance of 40.53 feet; thence departing said South line, South 00°09'31" East, a distance of 150.00 feet to the South line of the North half of said Lot 86; thence South 89°58'24" West, along said South line, a distance of 40.55 feet to the Easterly existing right-of-way line of County Road 15 and the aforementioned West lot line; thence North 00°09'03" West, along said Easterly existing right-of-way line and said West lot line, a distance of 150.00 feet to the **POINT OF BEGINNING**.

Containing 6,080 square feet more or less.

Parcel I. D. Number for 109: 16-19-30-5AC-0000-0860

AND

PARCEL NO. 117 **COUNTY ROAD 15**
FEE SIMPLE

That portion of Lot 82, 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 Southeast corner of said Lot 82, W. Beardall's Map of St. Joseph's, said point being on the Northerly right-of-way line of Narcissus Avenue; thence South 89°58'24" West, along said Northerly right-of-way line and the South line of said Lot 82, a distance of 569.70 feet for a **POINT OF BEGINNING**; thence continue South 89°58'24" West, along said Northerly right-of-way line and said South lot line, a distance of 75.81 feet to the Easterly existing right of way line of County Road 15 and the Southwest corner of said Lot 82; thence departing said Northerly right-of-way line and said South lot line, North 00°09'48" West, along said Easterly existing right-of-way line and the West line of Lot 82, of said W. Beardall's Map of St. Joseph's, a distance of 644.64 feet to the Northwest corner of said Lot 82; thence departing said Easterly existing right-of-way line and said West lot line, North 89°58'09" East, along the North line of said Lot 82, a distance of 48.42 feet; thence departing said North lot line, South

00°10'14" East, a distance of 401.84 feet to the point of curvature of a curve, concave Westerly, having a radius of 2135.48 feet and a central angle of 03°33'03"; thence Southwesterly along the arc of said curve, a distance of 132.35 feet, through a chord bearing of South 01°36'17" West to the point of reverse curvature of a curve, concave Easterly, having a radius of 2031.48 feet and a central angle of 02°24'51"; thence Southwesterly along the arc of said curve, a distance of 85.60 feet, through a chord bearing of South 02°10'23" West; thence departing said curve, South 44°01'58" East, a distance of 26.99 feet; thence North 89°58'24" East, a distance of 16.26 feet; thence South 00°20'46" West, a distance of 5.59 feet to the **POINT OF BEGINNING**.

Containing 0.705 acres, more or less.

TOGETHER WITH

PARCEL NO. 717 **COUNTY ROAD 15**
TEMPORARY CONSTRUCTION EASEMENT

That portion of Lot 82, W. Beardall's Map of St. Joseph's, according to Plat Book 1, Page 114, Public Records of Seminole County, Florida, being more particularly described as follows:
Commence at the Southeast corner of said Lot 82, W. Beardall's Map of St. Joseph's, said point being on the Northerly right-of-way line of Narcissus Avenue; thence South 89°58'24" West, along said Northerly right-of-way line, a distance of 569.70 feet; thence departing said Northerly right-of-way line, run North 00°20'46" East, a distance of 5.59 feet; thence run South 89°58'24" West, a distance of 16.26 feet; thence run North 44°01'58" West, a distance of 26.99 feet to a point on a curve, concave Easterly, having a radius of 2031.48 feet and a central angle of 01°18'10"; thence run Northeasterly along the arc of said curve, through a chord bearing of North 01°37'03" East, a distance of 46.20 feet for a **POINT OF BEGINNING**; thence continue Northeasterly along said curve, through a central angle of 00°23'41", a distance of 14.00 feet; thence departing said curve, run South 87°31'07" East, a distance of 7.60 feet; thence run South 02°27'59" West, a distance of 14.00 feet; thence run North 87°31'07" West, a distance of 7.60 feet to the **POINT OF BEGINNING**.

Containing 107 square feet, more or less.

Parcel I.D. Numbers for 117 and 717: **16-19-30-5AC-0000-0810**
16-19-30-5AC-0000-082A
16-19-30-5AC-0000-082B
16-19-30-5AC-0000-082C

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the property described above for the referenced project by Warranty Deed for Parcel Nos. 107, 109 and 117, free of liens and encumbrances, and by Temporary Construction Easement on Parcel No. 717 unto

COUNTY for the sum of THREE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($355,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from date of execution. 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 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 designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or 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 of this Agreement. 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 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 by the OWNER 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 property which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(f) 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.

(g) 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.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

Christine A Keys
SIGNATURE

Christine A. Keys
PRINT NAME

Melissa Howes
SIGNATURE

Melissa Howes
PRINT NAME

HIGHMOOR, LLC

EVERT DE BOER, MANAGER

ADDRESS: 1489 Shadwell Circle
Lake Mary, FL 32746

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
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 of County Commissioners at its _____, 2007, regular meeting.

AHS/dre
04/17/07
Attachment
Exhibit A – Sample Temporary Construction Easement
P:\USERS\DEDGE\MY DOCUMENTS\ACQ\C-15\HIGHMOOR 107 109 117 717 PA.DOC

PARCEL NO. 717
TEMPORARY CONSTRUCTION EASEMENT
COUNTY ROAD 15
HIGHMOOR LLC

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON
MAJOR PROJECT ACQUISITION COORDINATOR
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ____ day of _____, 2007, between HIGHMOOR LLC, whose address is 1489 Shadwell Circle, Lake Mary, Florida 32746-4245, 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. 717 **COUNTY ROAD 15**
TEMPORARY CONSTRUCTION EASEMENT

That portion of Lot 82, 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 Southeast corner of said Lot 82, W. Beardall's Map of St. Joseph's, said point being on the Northerly right-of-way line of Narcissus Avenue; thence South 89°58'24" West, along said Northerly right-of-way line, a distance of 569.70 feet; thence departing said Northerly right-of-way line, run North 00°20'46" East, a distance of 5.59 feet; thence run South 89°58'24" West, a distance of 16.26 feet; thence run North 44°01'58" West, a distance of 26.99 feet to a point on a curve, concave Easterly, having a radius of 2031.48 feet and a central angle of 01°18'10"; thence run Northeasterly along the arc of said curve, through a chord bearing of North 01°37'03" East, a distance of 46.20 feet for a **POINT OF BEGINNING**; thence continue Northeasterly along said curve, through a central angle of 00°23'41", a distance of 14.00 feet; thence departing said curve, run South 87°31'07" East, a distance of 7.60 feet; thence run South 02°27'59" West, a distance of 14.00 feet;

thence run North 87°31'07" West, a distance of 7.60 feet to the **POINT OF BEGINNING**.

Containing 107 square feet, more or less.

Parcel I.D. Numbers for 117 and 717: 16-19-30-5AC-0000-0810
16-19-30-5AC-0000-082A
16-19-30-5AC-0000-082B
16-19-30-5AC-0000-082C

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, <u>but not later than five (5) years from date of execution of this agreement</u>; 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.

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

IN WITNESS WHEREOF, the GRANTOR has hereunto set GRANTOR'S hand

and seal the day and year first above written.

WITNESSES:

_____
SIGNATURE

_____
PRINT NAME

_____
SIGNATURE

_____
PRINT NAME

HIGHMOOR LLC

_____
EVERT DE BOER, MANAGER

ADDRESS: 1489 Shadwell Circle
Lake Mary, FL 32746

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by EVERT DE BOER, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC
Print Name:_____
Notary Public in and for the County and State Aforementioned
My Commission Expires:

DRAFT

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure/Payroll Lists; and BCC Minutes

DEPARTMENT: Clerk's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:
Approval of Expenditure Lists dated May 29 & June 4, 2007; and Payroll Approval List dated May 26, 2007; Approval of BCC Official Minutes dated May 22, 2007; Clerk's "Received and Filed" - for information only.

County-wide Dave Godwin

BACKGROUND:
See attached

STAFF RECOMMENDATION:
Staff recommends the Board approve Expenditure Lists dated May 29 & June 4, 2007; and Payroll Approval List dated May 26, 2007; Approval of BCC Official Minutes dated May 22, 2007; Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerks Report

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure/ Payroll Lists; and BCC Minutes

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 06-26-2007 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Lists.
Approval of BCC Minutes dated May 22, 2007.

BACKGROUND:

1. Expenditure Approval Lists dated May 29 & June 4, 2007; and Payroll Approval List dated May 26, 2007.

2. BCC Official Minutes dated May 22, 2007.

3. Clerk's "Received and Filed" - for information only.

Reviewed by:
Co. Att_____
OMB_____
Other_____
DCM_____
CM_____

CLERK'S REPORT
JUNE 26, 2007

I. **ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

A. EXPENDITURE & PAYROLL APPROVAL LIST

Expenditure Approval Lists dated May 29 & June 4, 2007, and Payroll Approval List dated May 26, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. **ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE**

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated May 22, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Proposed FY 2007/08 Budget for Sheriff Donald F. Eslinger.

2. Memorandum dated May 23, 2007 to Sandy McCann, Commission Records, from Liz Parkhurst, Planning & Development, RE: P&D Outstanding Documents.

3. Water Protection & Sustainability Cost Share Agreement with SJRWMD for the Yankee Lake Surface Water Treatment/Reclaimed Water Augmentation, as approved by the BCC on January 9, 2007.

4. Tennis Pro Contracts with the following: Brian Runda, Robyn Soto, and Taryn Lamonettin.

5. Contract Release and Certificate of Final Completion for CC-0588-06.

6. Second Amendment to IFB-600016-06, Firefighting Equipment.

7. Litigation Consultant Services Agreement with Gerson, Preston, Robinson & Co., P.A.

8. Contract #M-2166-07, One Source Roofing, Inc.

9. W.O. #36 & 37 to CC-1267-05, KMG Fence.

10. W.O. #73 to PS-5165-04, PEC, Inc.

11. W.O. #14 to PS-0381-06, Bentley Architects & Engineers, Inc.

12. C.O. #1 to DB-0577-06, American Bridge Co.

13. Assignment of Term Contract for M-437-04, Lanier Worldwide, Inc./Ricoh Americas Corp.

14. W.O. #2 to PS-1074-06, Nodarse & Assoc., Inc.

15. W.O. #55 to PS-5150-03, EMS, Inc.

16. Term Contract for RFP-600171-07, Vila & Son Landscaping.

17. Certificate of Substantial Completion for CC-1262-05 W.O. #52, JCB Construction Inc.

18. Amendment #1 to W.O. #18 to PS-5190-05, CH2M Hill.

19. First Amendment to Term Contract for IFB-3098-05, Vila & Son Landscaping.

20. Contract #M-2189-07, One Source Roofing, Inc.

21. W.O. #5 & #6 to PS-1501-06, Southeastern Surveying & Mapping Corp.

22. Amendment #1 to M-1870-07, Devo Seereeram.

23. W.O. #45 to RFP-4214-04, Site Secure, Inc.

24. First Amendment to Hurricane Shelter Storm Shutter Retrofit RFP-1670 Agreement.

25. W.O. #3 to PS-1501-06, Southeastern Surveying & Mapping Corp.

26. Certificate of Final Inspection for CC-12262-05 W.O. #37.

27. W.O. #19 to PS-5190-05, CH2M Hill.

28. W.O. #4 to CC-1284-06, Conpilog International Co.

29. W.O. #65 to PS-5130-02, Ardaman & Associates, Inc.

30. Second Amendment to PS-556-00, DCR Eng. Services, Inc.

31. Bids #CC-2116-07 & RFP-600193-07.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Expenditure - Contribution to Brethren Reaching Out Ministry

DEPARTMENT: Sheriff's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** George Sellery **EXT:** 6532

MOTION/RECOMMENDATION:
Approval by the Board of County Commissioners to expend $2,000 from the Law Enforcement Trust Fund to provide for a contribution to the Brethren Reaching Out Ministry of Sanford.

County-wide Penny Fleming

BACKGROUND:

The Brethren Reaching Out Ministry of Sanford is an established 501(c)(3) not for profit organization that provides several crime prevention programs and outreach services for at-risk youth in the Sanford area. The Ministry has requested a contribution to assist with expenses associated with the operation of their summer enrichment prevention camp, which provides services to approximately forty at-risk youths. The Sheriff's Office supports the efforts of the Brethren Reaching Out Ministry and desires to contribute $2,000 in Law Enforcement Trust Fund monies for the summer enrichment program.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is $19,212.23.

STAFF RECOMMENDATION:

Staff recommends approval by the Board of County Commissioners to expend $2,000 from the Law Enforcement Trust Fund to provide for a contritution to the Brethren Reaching Out Ministry of Sanford.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Cross Connection Control Program Update

DEPARTMENT: Environmental Services **DIVISION:** Water and Sewer

AUTHORIZED BY: John Cirello **CONTACT:** Gary Rudolph **EXT:** 2020

MOTION/RECOMMENDATION:
Provide direction to staff regarding the phased implementation and funding for the Cross Connection Control Plan, including potential changes to the Land Development Code to be brought back for Board consideration at a later date; and,

Authorize staff to implement a phased approach to the Cross Connection Control Plan that includes awarding RFP-600062-06/BJC - Term Contract for Residential and Commercial Backflow Prevention Control Program to Ace Flow Control, Longwood and authorize the Purchasing and Contracts Manager to execute the Agreement; and,

Authorize staff to submit the Cross Connection Control Plan, with any revisions, to the Florida Department of Environmental Protection for its concurrence.

County-wide Gary Rudolph

BACKGROUND:

Recent Staff Investigation as Directed by the Board
At the May 22, 2007 Board meeting staff provided a presentation that described a five-phased approach to fully implementing a Cross Connection Control Plan. At that time, the Board directed staff to investigate alternative back-flow prevention devices and bring back for Board consideration alternative devices and program funding options.

A brief PowerPoint presentation on the results of the staff investigation providing alternative devices, cost savings, and funding mechanisms is attached.

Staff has determined that a dual-check (non-testable) device is available that could lower the cost of maintaining the County's back-flow prevention program while still meeting Department of Environmental Protection (DEP) requirements. This device allows replacement of the dual-check mechanism without completely removing the device from the water line.

For residences served by a potable water line and a reclaimed water line (for irrigation), DEP rules allow a dual-check device to be placed on the potable supply line as part of a Cross Connection Control Program. Staff analysis indicates that by adopting this standard, the annual recurring operating costs of the Cross Connection Control Program can be reduced by more than $30,000, with life-cycle cost savings (including initial device installation) of more than $60,000 per year.

Staff estimates that in the next five years approximately 3,300 residences will be allowed to be outfitted with dual-check devices because these homes will be served by both potable water and reclaimed water. Staff estimates that approximately 22,200 residences have in place testable back-flow prevention devices, in compliance with DEP regulations, because these homes have irrigation systems tied to the potable water line or they have some kind of alternative water supply that could potentially cross-connect to the potable water supply.

Back-Flow Prevention Program Requirements

Chapter 62-555, Florida Administrative Code, requires all community water systems (i.e., water systems with more than 25 connections) to "establish and implement a routine cross-connection control program." In 1992, the Seminole County Land Development Code was updated to require backflow prevention devices on all service connections. In 1999 the Board adopted the Cross Connection Control Ordinance which updated the Land Development Code. This was updated in March 2006 to meet regulatory requirements.

DEP regulations require testable back-flow prevention devices to be tested every year and repaired or replaced when necessary. Dual-check devices are not testable. At the May 22, 2007 Board meeting, a DEP representative indicated that a schedule that provides for replacing the devices every three years is acceptable as part of a cross connection control program.

Options concerning the back-flow prevention device to be required by the County's Cross Connection Control Program are:

- Maintain the requirement for a testable back-flow prevention device on potable water supply lines where reclaimed water is present.
- Allow the use of non-testable, dual-check backflow prevention devices on potable water supply lines where reclaimed water is present.

If directed by the Board to do so, staff will revise the Land Development Code and any other appropriate County rules to allow using dual-check devices on potable water supply lines where reclaimed water is also supplied to a residence.

Funding Options for the Cross Connection Control Program

At the October 10, 2006 Board meeting staff was directed to develop a program where the funding of the residential Cross Connection Control Program was included in the customers' water rate. This information was presented at the May 22, 2007 Board meeting.

Current options for funding the residential element of the cross connection control program include:

- Include the costs of the program in the Water and Wastewater Division's regular budget with the costs to be recovered in the residential water rate.
- Require the customer to directly pay a contractor to conduct annual testing or periodic change-out of the non-testable back-flow prevention devices.
- Have the County pay the contractor and then bill the customer for a contractor to conduct annual testing or periodic change-out of back-flow prevention devices.

The Water and Wastewater Division's annual budget can be developed to accommodate any

of the above scenarios as directed by the Board.

Phased Approach to the Cross Connection Control Plan

At the May 22, 2007 Board meeting, staff provided a presentation on a five-phased plan to implement the Cross Connection Control Program. The phased program is summarized as follows:

- Phase 1 - Immediate implementation of survey and testing of existing County devices, current residential reclaimed water customers' devices, and alternative water source customers' devices (1,500 units).
- Phase 2 - Complete initial surveys, and begin testing of residential devices (e.g., irrigation from potable water connections) in Southwest Service Area. Continue phase 1 testing and inspection (3,500 units, cumulative total).
- Phase 3 - Begin testing and inspection in Northeast Service area. Continue all testing and inspection conducted in phase 2 (6,500 units, cumulative total).
- Phase 4 - Begin testing, inspection, and replacement (of non-testable devices) in Northwest Service Area. Continue all testing and inspection conducted in phase 3 (15,500 units, cumulative total).
- Phase 5 - Begin testing and inspection in Southeast Service Area. Continue all testing, inspection, and replacement in phase 4 (25,500 cumulative total).

Contract Services for Testing Back-Flow Prevention Assemblies

Since receiving a deficiency letter in January 2007 from DEP, Staff has been working closely with the DEP to meet all regulatory requirements. To meet its obligation to conduct initial surveys and the testing/repair of residential backflow prevention devices, the Water and Wastewater Division is seeking to obtain the services of a contractor to perform this work. A copy of the County's Cross Connection Control Plan must be submitted to the DEP in response to the deficiency letter.

RFP-600062-06/BJC will provide for a qualified company to test and possibly repair residential irrigation backflow prevention assemblies (BFPAs) and commercial BFPAs. The Contractor will be responsible for compiling data electronically and submitting all data to the County. The Contractor will be responsible for testing and repairing the BFPAs within the Environmental Services Department service areas at locations throughout the County, and if requested, providing the same services for the Administrative Services Department/Facilities Maintenance Division within the County.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation. The Evaluation Committee which consists of John Cassaro, Environmental Services Department, Ruth Hazard, Environmental Services Department, and Gary Rudolph, Environmental Services Department, recommends award of the contract to the most responsible, responsive Proposer, ACE Flow Control, Longwood. Backup documentation including correspondence, bid tabulation and evaluation information is attached.

The Agreement shall take effect on the date of execution by the County and shall run for a period of three (3) years and, at the sole option of the County, may be renewed for two (2) successive one (1) year periods.

Authorization for performance of services by the Contractor under this agreement shall be in

the form of written Release Orders issued and executed by the County on an as-needed basis as long as the cumulative amount of the Release Orders does not exceed budgetary constraints. Through the budget process, costs will be identified, reviewed and presented to the Board for consideration. A sample purchase order form is attached.

The contractor was requested to identify any changes on the proposal that was submitted because of the delay in awarding the contract. The contractor previously submitted a letter indicating he would hold his prices except on the testable devices due to the rising costs of copper. The contractor has indicated in a phone conversation that these costs may increase as much as 50% depending on his vendor raising prices to him. He also indicated he is holding his labor costs at the level of the contract. The potential raise in this small portion of the contract is not expected to change the overall cost of the contract substantially.

STAFF RECOMMENDATION:

Provide direction to staff regarding:

- proceeding with the phased implementation for the Cross Connection Control Plan,
- funding the program through existing rates or through charges to be paid directly by the customer,
- changing the Land Development Code to allow dual-check (non-testable) devices on the potable water supply lines at residences where reclaimed water is also supplied.

Authorize staff to implement a phased approach to the Cross Connection Control Plan that includes award RFP-600062-06/BJC - Term Contract for Residential and Commercial Backflow Prevention Control Program to Ace Flow Control, Longwood and authorize the Purchasing and Contracts Manager to execute the Agreement; and,

Authorize staff to submit the Cross Connection Control Plan, with any revisions, to the Florida Department of Environmental Protection for its concurrence.

ATTACHMENTS:

1. Agreement - RFP - 600062-06 Agreement to Ace Flow Control Longwood
2. Backup to agreement
3. Cost Confirmation Letter
4. Power Point Presentation

Additionally Reviewed By:

☑ County Attorney Review (Robert McMillan, Susan Dietrich)

TERM CONTRACT FOR RESIDENTIAL AND COMMERCIAL BACKFLOW PREVENTION CONTROL PROGRAM SURVEYING AND TESTING (RFP-600062-06/BJC)

THIS AGREEMENT is made and entered into this 12 day of September, 2006, by and between **ACE FLOW CONTROL**, duly authorized to conduct business in the State of Florida, whose address is 953 Norfolk Court, Longwood, Florida 32750, hereinafter called the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide surveying and testing for Seminole County's Residential and Commercial Backflow Prevention Control Program; and

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

WHEREAS, the CONTRACTOR is competent and qualified to provide services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

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

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services and/or materials required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so. The COUNTY Representative will give the Primary CONTRACTOR first opportunity to perform all available work. If the COUNTY Representative, at its sole discretion, determines the Primary CONTRACTOR cannot perform, the

Secondary CONTRACTOR will be contacted to perform the required work.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall commence, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the County for surveying and testing for the County's Residential and Commercial Backflow Prevention Control Program.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

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

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered,

the cost of the services therein, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

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

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

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

Seminole County Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, Florida 32773

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

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

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

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to

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

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

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either it's sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

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

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

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

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 13. CONFLICT OF INTEREST.

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

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

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

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

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

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

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR 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, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR 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, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

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

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

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

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

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the

requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR'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 the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Policy.

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

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

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

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

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by 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 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 the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. 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) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

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

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon

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

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

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

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

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

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

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

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

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

immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, 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:

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

For CONTRACTOR:

Ace Flow Control
953 Norfolk Court
Longwood, FL 32750

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

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

ACE FLOW CONTROL

Witness

Print Name

Witness

Theodor Humberg
Print Name

By: _____
NILS HUMBERG, President

Date: 8-18-2006

SEMINOLE COUNTY, FLORIDA

By: _____

_____
Witness

_____
Print Name

_____
Witness

Date: _____

_____
Print Name

As authorized by Section 330.3, Seminole County Administrative Code.

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney
AC/lpk
6/22/06
rfp-600062

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

EXHIBIT A - SCOPE OF SERVICES

Seminole County is seeking a qualified Contractor to survey residential customers for the presence of irrigation systems and backflow prevention assemblies (BFPAs). The Contractor will provide the customer and the County with a report of the survey, which will include all necessary compliance issues with Cross Connection Control (CCC) requirements. The Contractor will also be prepared, if requested, to test, repair, or install residential irrigation BFPAs and commercial BFPAs. The survey process and testing/repair/installation of BFPAs may be done concurrently. The Contractor will be responsible for compiling data electronically and submitting all data to the County.

The Contractor will be responsible for testing and repairing the BFPAs within the Environmental Services Department at locations throughout the County.

History:
Seminole County currently has approximately 45,000 residential and commercial customers. Any customer that has an irrigation system is required by Florida State Statue to have a backflow prevention assembly on the irrigation system and that BFPA must be tested and certified every year. The County is seeking a qualified company to perform the initial surveys of each account to determine if the account has an irrigation system, and if so, to require them comply with the statutory requirements.

Phase One – Surveying:
The Contractor must initially send a letter/notice to the customers. The notification must be on County's letterhead and must inform them of the work to be done. The Contractor must survey residential customers to determine the presence/absence of irrigation systems and associated irrigation BFPAs. Surveying must include a report to the customers and to the County and must include any and all necessary action needed by the customers to come into compliance with the CCC program. The County expects the Contractor to accomplish approximately 20,000 surveys per year until all existing customers have been surveyed. After the initial surveys are completed, the Contractor will survey all new connections as required.

Phase Two – BFP Testing:
The Contractor must initially send an additional letter/notice to the customers on an annual basis. The additional notification must be on County's letterhead and must inform of the required testing and at the customer's request, the availability of the use of the County's Contractor and costs associated with the work. The Contractor must only provide testing and repair services if the customer requests it. The Contractor will notify the customer that the repairs of and the installation of BFPAs will be at contract cost but it will be billed directly to the customer. The customer(s) may contract with their own Contractor, but must coordinate the testing report with the County's Contractor. The Contractor must track the customer's compliance with the Statute, and sent out second notification letters after 30 days of no response. If after 60 days there has been no response from a customer identified with a BFPA, the Contractor will send a list to the County and the County will seek enforcement action. The County has the right to require a customer to have the County's Contractor to perform the BFPA testing and repair services on the account and the customer will be billed accordingly through the County's billing system.

Mandatory Requirements:

- The Contractor must have an adequate number of backflow testers who are certified by a State approved program such as Training, Research & Education for Environmental Occupations (University of Florida) (TREEO), Florida Water & Pollution Control Operator's Association (FWPCOA), or other recognized certification programs.
- The Contractor must be able to test approximately 15,000 residential BFPAs per year.
- The Contractor must be able to repair BFPAs if needed.
- The Contractor must have an occupational license.
- The Contractor must have the capability of electronically storing test data and transferring the data to the County, which must be compatible with Tokay software. Information about Tokay software is included as part of the solicitation.

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

EXHIBIT B

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE: OP
REVISION DATE:
REQ. NUMBER:
ANALYST:
VENDOR NUMBER:

SHIP TO:

VENDOR:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY:

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			SAMPLE PURCHASE ORDER		

REQUESTING DEPT/DIV:

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

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

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S 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.

RFP NUMBER: RFP-600062-06/BJC

RFP TITLE: Term Contract for Residential and Commercial Backflow Prevention Control Program

DUE DATE: July 25, 2006 at 2:00 P.M.

	Response #1	Response #2	Response #3	Response #4
	Aaron's Backflow Services, Inc. PO Box 5302 Winter Park, FL 32793 Aaron Vaughan (407) 829-7933 – Phone (407) 829-6648 – Fax	ACE Flow Control 953 Norfolk Court Longwood, FL 32750 Nils Humberg (407) 399-9010 – Phone (775) 878-0509 - Fax	Hydro Designs, Inc. 5700 Crooks Rd, #100 Troy, MI 48098 Larry LaBute (248) 250-5000 – Phone (248) 786-1789 - Fax	Orange County Backflow, Inc. 1007 Featherstone Circle Ocoee, FL 34761 Sonya C. Frymyer (321) 303-0142 – Phone (407) 290-6770 - Fax
Acknowledge of Addenda	Yes	Yes	Yes	Yes
Compliance with Public Records	Yes	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes	Yes
Past Performance	Yes	Yes	Yes	Yes

The evaluation criteria is as follows:

- Qualifications to perform required services
- Price Proposal
- Past Performance

Tabulated by Betsy J. Cohen, Purchasing Supervisor
Posted 7/26/2006 at 4:00 PM

Recommendation of award: TBD

RFP-600062-06/BJC	Aaron's		Ace		Hydro		Orange	
Phase I - Survey	$40.00		$16.50		$13.97		$35.00	
Phase II (A) - Admi Fee	$10.00		$7.55		$1.91		$30.00	
Phase II (B) - Residential BFPAS	Test	Repair	Test	Repair	Test	Repair	Test	Repair
3/4 DCVA	$38.00	$65.00	$21.90	$55.50	$30.00	$42.15	$45.00	$55 + Parts
3/4 PVB	$38.00	$65.00	$21.90	$55.50	$30.00	$46.80	$45.00	$55 + Parts
3/4 RPZ	$38.00	$65.00	$21.90	$55.50	$30.00	$57.00	$45.00	$55 + Parts
1" DCVA	$38.00	$65.00	$21.90	$55.50	$30.00	$42.15	$45.00	$55 + Parts
1" PVB	$38.00	$65.00	$21.90	$55.50	$30.00	$46.80	$45.00	$55 + Parts
1" RPZ	$38.00	$65.00	$21.90	$55.50	$30.00	$57.00	$45.00	$55 + Parts
1-1/4" DCVA	$38.00	$65.00	$21.90	$85.50	$35.00	$47.15	$45.00	$55 + Parts
1-1/4" PVB	$38.00	$65.00	$21.90	$85.50	$35.00	$51.80	$45.00	$55 + Parts
1-1/4" RPZ	$38.00	$65.00	$21.90	$85.50	$35.00	$62.00	$45.00	$55 + Parts
1-1/2" DCVA	$38.00	$75.00	$21.90	$85.50	$35.00	$54.55	$45.00	$55 + Parts
1-1/2" PVB	$38.00	$75.00	$21.90	$85.50	$35.00	$56.50	$45.00	$55 + Parts
1-1/2" RPZ	$38.00	$75.00	$21.90	$85.50	$35.00	$90.00	$45.00	$55 + Parts
Phase II - Commercial BFPAs	Testing		Testing		Testing		Testing	
2" DCVA	$42.00		$45.00		$75.00		$55.00	
2" PVB	$42.00		$45.00		$75.00		$55.00	
2" RPZ	$42.00		$45.00		$75.00		$55.00	
3" DCVA	$55.00		$45.00		$75.00		$55.00	
3" RPZ	$55.00		$45.00		$75.00		$55.00	
4" DCVA	$55.00		$45.00		$75.00		$55.00	
4" RPZ	$55.00		$45.00		$75.00		$55.00	
6" DCVA	$70.00		$55.00		$125.00		$65.00	
6" RPZ	$70.00		$55.00		$125.00		$65.00	
8" DCVA	$90.00		$55.00		$150.00		$65.00	
8" RPZ	$90.00		$55.00		$150.00		$65.00	
10" DCVA	$90.00		$65.00		$175.00		$65.00	
10" RPZ	$90.00		$65.00		$175.00		$65.00	
Hourly Rate for Repairs	$150.00		$44.00		$65.00		$200.00	
Phase III - Installation of BFPA								
3/4"	$320.00		$170.5 (PVB)	$226 (RPZ)	$170.00		$850.00	
1"	$340.00		$181.00 (PVB)	$252 (RPZ)	$170.00		$950.00	

RFP-600062-06/BJC – Term Contract for Residential and Commercial Backflow Prevention Control Program

Ranking of Proposals

	John Cassaro	*Ruth Hazard*	*Gary Rudolph*	TOTAL POINTS	RANKING
Aaron's Backflow Services, Inc.	3	2	3	8	2
ACE Flow Control	2	1	1	4	1
Hydro-Designs, Inc.	1	4	4	9	3
Orange County Backflow, Inc.	4	3	2	9	3

The Evaluation Committee recommends ACE Flow Control for award of this project.

Comments: _____

Ruth Hazard
(Name)

Gary Lee Rudolph
(Name)

John Cassaro
(Name)

953 Norfolk Court
Longwood, FL 32750
Phone (407) 574-7208
Fax (775) 878-0509
Email service@aceflowcontrol.com

ACE Flow Control

April 24, 2007

Seminole County
ATTN: Robert Bradley,
1101 E. 1st Street
Sanford FL, 32771

Dear Mr. Bradley:

We are proud to have been selected to be the County's contractor for Backflow Prevention testing. We herby confirm that we understand the changes in project deployment strategy with a 5 phase approach.

Our prices, as specified in the proposal (RFP-600062-06/BJC) of July 26, 2006, have not changed. However, the prices for installation of assemblies (Section 5, Phase III of the proposal) will need to be reviewed due to significant copper cost increases since July of 2006.

Theodor P Humberg
Project Manager

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ENVIRONMENTAL SERVICES

Cross Connection Control Program Options

CROSS CONNECTION CONTROL PROGRAM IMPLEMENTATION

Reclaimed Water Program

Option 1: Testable units on potable line

- Exceeds FDEP minimum standards
- Require annual testing

Option 2: Non-testable units on potable line

- Meets minimum FDEP standards
- Change out every three years

CROSS CONNECTION CONTROL PROGRAM IMPLEMENTATION

Reclaimed Water Program

	Testable Unit	Non Testable Unit
Install Costs	$215.00	$69.00
Recurring	$21.50/yr	$33/three yrs

CROSS CONNECTION CONTROL PROGRAM IMPLEMENTATION

Funding Option 1: Include costs in rate

- Costs included in the water rate to cover testing and repair.
- Customer pays for initial install and replacement of testable units. Customer can piggy-back County contract to receive a lower price.

Funding Option 2: Customers to pay for testing and repairs

- Pay directly to contractor, or
- Fee collected through County billing

Rate Information County Wide

Phase	Total	Recurring	Per ERC/Mo.
1	$119,300	$59,300	$.173
2	239000	116,000	.336
3	204,000	204,000	.278
4	498,000	498,000	.661
5	822,300	822,300	1.059

Staff Requesting

- Board direction concerning implementing the Cross Connection Control Plan.
- Board direction to submit the Plan to the Florida Department of Environmental Protection for State concurrence.
- Board authorization to award a contract to recommended contractor
- Board provide direction on funding plan.
  - Include cost in rate
  - Customer pays directly
  - Other

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement for Joint Funding and Use of the Lake Mary High School Swimming Pool

DEPARTMENT: County Manager Office **DIVISION:**

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

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached School Facility Joint Funding and Use Interlocal Agreement; or,

Deny the attached School Facility Joint Funding and Use Interlocal Agreement; or,

Direct staff to renegotiate the School Facility Joint Funding and Use Interlocal Agreement with the School Board and the City of Lake Mary.

District 2 Michael McLean Don Fisher, Matthew Minter

BACKGROUND:

At the June 12, 2007 Board of County Commissioners meeting, the County Attorney's and County Manager's Office presented an updated School Facility Joint Funding and Use Interlocal Agreement. The Board directed that several revisions and clarifications be made.

Revisions in this draft include are as follows:

- Requirement that the SCHOOL BOARD collect an appropriate facility use fee from the third-party operator or sub-contractor for any time period by which it has a reserved or exclusive use of either pool or part thereof.
- Provides for a schedule for non-school board time that uses unambiguous terminology of “Pub Use” or “3rd Party” use, so that any one can clearly understand which time slots are available for unfettered public use. The goal being consistency in terminology between this agreement and the terminology used in the schedule.
- Prohibits the 3rd party operator from obstructing or impeding use of the pools by members of the public during designated public use times. It further affirmatively obligates the operator to use its supervisory authority to prevent any others persons (such as group members) from intimidating members of the public from using the pools during public use times. Notwithstanding that, authorizes the operator to control the behavior of the public when using the pool, up to and including the right to close the pool if necessary on any given day.
- Provides for the LOCAL GOVERNMENTS to adopt the schedule of fees or charges to be paid by the general public to access the pools.
- Provides that this agreement shall be cancelled, unless modified by all parties, if no

design-build proposal is received that can complete the “basic two pool design” within the Project Budget of $1,900,000.

- Provides that the County’s contribution is to be limited to design and construction expenses for the pools and those ancillary facilities that are required by regulation for public pools. Requires that proposals must separately specify the cost for such a basic two pool design so the COUNTY can determine the cost for that item.
- Provides that the 99-year lease will automatically terminate if no basic two pool design is received within the Project Budget.
- Provides a reverter clause (back to the County) if the School Board ever ceases to use the Pool Site for a pool facility.
- Includes a provision that any modifications to the facility by the SCHOOL BOARD are subject to any covenants of record to the contrary.
- Requires the 3rd-party operator to remit all fees collected from the general public to the SCHOOL BOARD.
- Requires the SCHOOL BOARD to designate a number of parking spaces that will be available for public use for the FACILITY.
- Provides the right of the COUNTY, upon 12-months advance notice, to “reserve” the FACILITY for “regional swimming events.”
- Affords the BCC the right to prohibit any third party or sub-contractor agreement (all of which must be provided to the BCC before their approval, for BCC review), when not in the public interest (which would include any such contract, the provisions of which were inconsistent with any of the provisions of this agreement).

Following the June 12, 2007 Board meeting, staff revised the Agreement, reviewed the changes with the Chairman, and then forwarded it to the School Board Attorney for review, and subsequently met with the School Board staff and representatives from all parties to discuss the School Board's concerns with the revised agreement. School Board staff is preparing a memo to be provided to the Board of County Commissioners,that will outline points of concern and points of agreement for the Board's consideration at the June 26, 2007 meeting.

The funds for this project are already budgeted. Should the Board approve the attached agreement, the ground lease will be brought back at a subsequent meeting.

ATTACHMENTS:

1. School Facility Joint Funding and Use Agreement (6/15/07 Revised Draft)
2. Pool Use Schedule

Additionally Reviewed By:

☑ County Attorney Review (Matthew Minter)

SCHOOL FACILITY JOINT FUNDING AND USE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2007, by and between THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, a body corporate, whose principal address is 400 East Lake Mary Boulevard, Sanford, Seminole County, Florida 32773, hereinafter referred to as "SCHOOL BOARD", the CITY OF LAKE MARY, FLORIDA, a Florida municipal corporation, whose principal address is 100 North Country Club Road, Lake Mary, Florida, 32795, hereinafter referred to individually as "CITY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter individually referred to as "COUNTY." Collectively, the CITY and the COUNTY shall hereinafter be referred to as the "LOCAL GOVERNMENTS."

RECITALS:

1. The SCHOOL BOARD desires to develop a swimming pool facility to serve Lake Mary High School that would satisfy specifications for competitive swimming events for the high school swimming and water polo teams; and

2. The LOCAL GOVERNMENTS and the SCHOOL BOARD recognize that there are few significant swimming facilities available for use by the general public in and around the City of Lake Mary; and

3. The LOCAL GOVERNMENTS and the SCHOOL BOARD recognize that a high quality pool facility represents a significant capital outlay. The parties therefore desire to combine their resources in order to develop a joint use pool facility to serve the needs of both the school and the general public; and

4. The LOCAL GOVERNMENTS' financial participation in this pool facility shall be limited to contribution of the up-front capital for the design and construction of the facility, and, in the case of the COUNTY, leasing a site for the project to the SCHOOL BOARD; and

5. The SCHOOL BOARD shall have the ultimate responsibility of the "owner" of the facility during the term of this agreement, including responsibility for safety, security, operation, maintenance, and supervision as provided for herein. Notwithstanding that, the SCHOOL BOARD may provide by separate contract for the operation of the pool facility during non-school hours by a third party operator, as specified herein; and

6. The SCHOOL BOARD will enter a separate agreement with a qualified third-party operator, which agreement will be consistent with the requirements and directives of this agreement.

7. Public access to and use of the pool facility during non-school hours will be guaranteed by means of a schedule ("Non-School Schedule") designating "Public Use" time periods for both pools, which schedule must be observed by any third-party operator. Such schedule shall be established by the LOCAL GOVERNMENTS. The general public shall have the reasonable right of ingress and egress from the FACILITY during non-school time in a manner consistent with the terms of this Agreement.

8. The LOCAL GOVERNMENTS shall control the fees to be charged to the general public, by means of a Schedule of Public Use Fees, which shall be adopted, and may be amended by Resolution of the LOCAL GOVERNMENTS from time to time.

9. The third-party operator may be permitted to have "reserved" or "dedicated use" of the pools during times not designated as "Public Use" on the Non-School Schedule. The SCHOOL BOARD shall collect an appropriate facility use fee from any person or entity, including the third party operator or sub-contractor thereof, for any such reserved or dedicated use, which shall be specifically provided for in any agreement between the SCHOOL BOARD and the third-party operator. The third party operator may pass such facility use fee through to any sub-contractor, but such fee shall not be waived by the SCHOOL BOARD. The third-party operator may set and charge specific fees for groups and programs during these dedicated "3rd Party Use" periods which are independent of the Schedule of Public Use Fees.

10. The parties recognize that the overall viability of this pool project may be contingent upon whether the two contemplated pools can be designed and constructed within the hereinafter stated budget limits. Therefore, the parties desire to have the option of cancelling this agreement without further obligation in the event that no qualified and acceptable proposal satisfies that requirement.

NOW, THEREFORE, pursuant to the authority of *Section 163.01, et. Seq., and Section 1013.10*, Fla. Stat. (2006) and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the SCHOOL BOARD, COUNTY, and CITY mutually covenant and agree as follows:

11. The foregoing Recitals are true and correct and are hereby incorporated in this Agreement.

12. LAND: Subject to the provision for cancellation of this Agreement set out in § 13e., below, the COUNTY, by separate agreement, shall enter into a ninety-nine (99) year ground lease with the SCHOOL

BOARD for a parcel of no less than 2.5 acres of land, as described in Exhibit "A", hereinafter referred to as the "Pool Site" whereupon the SCHOOL BOARD shall construct a swimming pool facility and educational recreational complex, hereinafter referred to as the "FACILITY." Such lease shall also include a provision for reverter of the Pool Site to the COUNTY in the event that the SCHOOL BOARD ceases to use the Pool Site for swimming pool facility purposes.

13. IMPROVEMENTS: The SCHOOL BOARD will, at its expense, solicit design-build proposals for the construction on the PROPERTY, within the combined budget (contributions) provided for herein, the FACILITY including the following improvements:

a. A fifty (50) meter x seventy-five (75) feet (4' to 12' in depth) swimming pool built according to standards of the United States Swimming Association including both two one (1) meter and two three (3) meter competition diving boards, for competitive events in accordance with standards adopted by the Florida State High School Activities Association for high school swimming meets (hereinafter, "competitive pool"), and a twenty-five (25) yard x twelve (12) yard swimming pool (hereinafter, "small pool"). The FACILITY shall also include structures and facilities for dressing and restrooms, concessions, offices, equipment storage, pool equipment and systems, spectator seating, hardscape, and storm water collection / retention that is in excess of any available capacity in the existing adjacent pond on Lake Mary High School property. The FACILITY, including swimming pools, shall be designed and constructed by qualified Florida licensed professionals employed by the SCHOOL BOARD in such manner as to provide a life-expectancy for the FACILITY of a minimum of forty (40) years. Such request for proposals must require responders to separately specify the cost for the design and construction of the two pools and those ancillary facilities that are specifically required by applicable codes or regulations necessary to operate those two pools as a public pool facility (hereinafter, "basic two pool design").

b. The FACILITY shall be constructed in accordance with Chapter 514, Fla. Stat. (2006), Chapter 64E-9, F.A.C., and Section 424 of the Florida Building Code.

c. The SCHOOL BOARD agrees to designate and maintain, during the term of this agreement, a minimum of ____ parking spaces within adjacent existing parking areas associated with Lake Mary High School to be utilized as parking for the FACILITY and made available to the general public during hours of operation when the FACILITY is open to the general public.

d. The SCHOOL BOARD has estimated the cost to design and construct the FACILITY to be the sum of One Million Nine Hundred Thousand ($1,900,000) Dollars ("Project Budget"). The parties agree to jointly participate in the funding of such design and construction as follows:

(1) COUNTY: The maximum sum of $1,200,000. COUNTY funds are to be used only for site design, site construction, pool design, pool construction, and associated pool and site related expenses and those auxiliary facilities required by applicable law or rule. In the event that the selected proposal specifies that these items may be designed and constructed for less than that amount, then the COUNTY's contribution shall be limited to such amount.

(2) CITY: The maximum sum of $300,000.

(3) SCHOOL BOARD: $400,000, the amount of which will be provided by the Lake Mary High School Athletic Boosters, Inc.

e. In the event that no qualifying proposal is received providing for the development of the basic two pool design (as specified in §13 a., above) within the Project Budget, the project shall not proceed, and, absent agreement of all parties for the amendment of this Agreement, evidenced in writing and executed by all parties hereto, this Agreement shall be cancelled without liability upon notification to the SCHOOL BOARD by the COUNTY. In such case, the COUNTY'S ground lease for the Pool Site shall automatically cancel (as specified in §12,above).

f. Subject to the condition that a qualifying proposal is received by the SCHOOL BOARD, and that a design build contract will be awarded that provides for the design and construction of the basic two pool design within the Project Budget, the SCHOOL BOARD shall have sole discretion to modify the project scope set forth in §11.a in order to ensure the total project does not exceed the $1,900,000 Project Budget. The School Board may in its discretion choose to unilaterally fund any project items by which the actual cost of design and construction of such items would cause the Project Budget to exceed the $1,900,000 Project Budget.

g. The CITY agrees to pay to the SCHOOL BOARD not to exceed $300,000, based on its proportionate share of quarterly invoices certified by SCHOOL BOARD as completed work, in accordance with the shares of the entire estimated cost set

forth in subsection 2.d., above. CITY shall reimburse the SCHOOL BOARD the amount certified and requested in each invoice within 30 calendar days of receipt of the invoice. The CITY represents that $300,000 in funds have been appropriated and encumbered for this purpose. The SCHOOL BOARD also reserves the right to unilaterally expand the scope of the project at its expense.

h. The COUNTY agrees to pay to the SCHOOL BOARD not to exceed $1,200,000, based on its proportionate share of quarterly invoices certified by SCHOOL BOARD as completed work of the pool-related design and construction work as specified in d(1), above, in accordance with the shares of the entire estimated cost set forth in subsection 2.d., above. COUNTY shall reimburse the SCHOOL BOARD the amount certified and requested in each invoice within 30 calendar days of receipt of the invoice. The COUNTY represents that $1,200,000 in funds have been appropriated and encumbered for this purpose.

14. PROSECUTION AND MANAGEMENT OF PROJECT:

a. The SCHOOL BOARD shall be solely responsible for managing and overseeing the project design and construction.

b. The SCHOOL BOARD shall be solely responsible for pre-design costs for the project. No other work or expense shall be incurred by the SCHOOL BOARD until all parties execute this agreement.

c. All disbursements by the SCHOOL BOARD in planning, design and construction of the FACILITY shall be fully documented and available, upon request, for public inspection or audit in accordance with *Chapter 119,* Florida Statutes (2006).

15. ALLOCATION OF USE OF FACILITY: Use of the FACILITY shall be allocated according to “school use” time and “non-school use” time. The non-school use time shall expressly designate the times when the competition pool and the small pool are open and available for use by the general public.

a. School Use – The Principal of Lake Mary High School shall annually publish, before the commencement of a new school year, a schedule of “school use” time, which schedule shall reflect not only scheduled school days, but also break or holiday periods when the pool facility is in use for school sanctioned practices or competitive events. Use of the FACILITY during school use time is completely at the discretion of the Principal of Lake Mary High School, and the FACILITY will not be open to the public during that time.

b. Non-School Use – A Non-School Use Schedule shall be adopted by the LOCAL GOVERNMENTS, and may be revised from time to time by Resolution. The Non-School Schedule shall expressly designate times when each pool is open and available for "public use" by the general public for recreational activity on weekdays before and after school hours, weekends, during summer recess, and scheduled holidays. The Initial Non-School Schedule is attached hereto as **Exhibit "B."** The third-party operator shall neither take any action to prohibit or impede use of either pool by the general public during public use time, nor take or permit any action that would create the appearance that either pool is not available to be used by the general public during public use time. Further, as part of his supervisory responsibilities, the third-party operator shall ensure that no other third party individual or group impedes or in any fashion intimidates the general public from full use of the two pools during all times when they are designated for public use. The foregoing provision is not intended, and shall not prevent the third party operator from exercising control over the conduct of members of the public during public use times at the pool facility, as more specifically described in §16c., below. The Non-School Schedule shall also designate times when one or both of the two pools, or lanes or designated areas thereof, are dedicated for club or program use. During such time periods shown on the schedule as club or program use for either pool, the third party operator shall have complete discretion to limit and specify the users of such pool during those periods. With appropriate parental/legal guardian supervision, the age of pool users shall not be a consideration. The third-party operator shall be responsible to ensure that the schedule for public use during non-school time shall be kept conspicuously posted at the FACILITY entrance for the benefit of the public. Subject to the condition that the COUNTY may designate on a Non-School Use Schedule delivered to the third-party operator at least twelve (12) months in advance, the COUNTY may reserve the right to designate and reserve the use of the entire FACILITY for up to three periods per year, for up to _____ consecutive days, for regional swimming events.

16. OPERATION, MAINTENANCE, AND SUPERVISION: The SCHOOL BOARD shall be ultimately responsible for the control, operation, maintenance, repair, security, safety and supervision and risk management of the FACILITY, both directly during school use time, and indirectly through the third-party operator in accordance with the terms of its agreement with the third-party operator. Neither CITY nor the COUNTY shall have any responsibility in law or fact for the control, operation,

maintenance, repair, and supervision of the FACILITY. The SCHOOL BOARD shall, at its cost and expense, perform all necessary functions relating to the FACILITY, including but not limited to the following:

a. Operate, repair and maintain the FACILITY through the term of this Agreement. The SCHOOL BOARD shall perform grounds keeping, grass maintenance, shrubbery, building and fencing maintenance in accordance with its normal grounds and facility maintenance schedules and level of service for Lake Mary High School.

b. The SCHOOL BOARD shall be ultimately responsible to ensure that an adequate number of trained and certified lifeguards are on duty and policing the users of the two swimming pools at all times that the pools are open to the public, whether for school or for use by the COMMUNITY. The SCHOOL BOARD shall further ensure that the FACILITY is operated and maintained in accordance with *Chap. 514*, Fla. Stat. (2006) and *Chap. 64E-9*, F.A.C.

c. Neither the SCHOOL BOARD, any third party operator or sub-contract operator shall permit any guest, invitee, employee, agent, or other user to engage in any disorderly conduct or to commit or maintain any waste or nuisance at the FACILITY. Further, neither the SCHOOL BOARD nor any third party operator shall permit any guest, invitee, or employee, agent or other user to engage in any gambling, sale or use of alcoholic beverages or any act or action which violates the laws of the State of Florida or of the United States. Pursuant to this authority and responsibility, the third party operator shall have the authority and right to close the pool facility on any day if necessary, as a means of preventing such misconduct by any individual or group of pool facility users.

d. Safely store and maintain all chemicals and cleaning or maintenance equipment used in the performance of its responsibilities herewith and shall keep and maintain in good working order all pumps, filters, pool water heaters, and other mechanical systems used in connection with the operation of the swimming pools to be constructed on the PROPERTY. The SCHOOL BOARD shall daily test and use appropriate chemicals for the control of bacteria and algae in the swimming pool and other improvements. The SCHOOL BOARD shall repair cracks in the pool and deck surfaces, as well as on fixtures in and around the swimming pool and deck.

e. Keep, maintain and re-lamp all lights, lighting and electrical lines and equipment in the pool, bathhouse and pool deck and ensure that all equipment, buildings, and

ancillary structures are in a safe operating condition. The SCHOOL BOARD shall be responsible for maintaining and re-lamping parking area light fixtures.

f. Make frequent visual inspections to assure the safety of the diving boards and to prevent failure due to cracking or loosening of fastening devices.

g. Obtain and maintain in effect, during the term of this Agreement, all necessary regulatory operating permits per Chapter 64E-9, F.A.C.

17. USE FEES FOR NON-SCHOOL TIME. The LOCAL GOVERNMENTS shall adopt, and revise from time to time by Resolution, a schedule of fees to be charged to the general public for use of FACILITY. The initial "Schedule of Public Use Fees" is set forth in Exhibit "C" attached hereto and incorporated herein by reference. All public use fees collected by the third-party operator or sub-contractor shall be accounted for and remitted to the SCHOOL BOARD on a (daily / weekly) basis. The third-party operator shall direct any individual desiring to pay by check for an annual pass to make the check payable to the "School Board of Seminole County." The third-party operator shall be permitted to charge clubs and programs separate fees for dedicated or reserved use of the two pools during times not scheduled for public use. The third-party operator shall maintain separate accounts and shall not co-mingle public use fees with fees received for groups or program use, or with any other funds of the third-party operator. The third-party operator shall keep accurate records and accounts of all expenses and revenues incurred or received for operation of the FACILITY during non-school time, which records shall be available for audit by any party hereto. The third-party operator shall be required to account for all receipts, specifically identifying the purpose for which revenues were received, and shall maintain such records for a period of three years following the end of each fiscal year.

18. THIRD-PARTY OPERATOR. The SCHOOL BOARD shall be permitted to contract with a third-party operator for the operation of the FACILITY during non-school hours. The third-party operator shall be responsible to ensure that whenever the FACILITY is open for non-school use, the FACILITY is managed by appropriately experienced, qualified and certified personnel who shall physically on-site during all such time periods. Such contract may provide for the execution of any of the SCHOOL BOARD'S duties with respect to the FACILITY, including, but not limited to those specified in § 14, above, by such third-party operator. Notwithstanding such contract, the SCHOOL BOARD cannot delegate its ultimate responsibility and liability for the proper performance of such duties. The third-party operator shall be required to observe all of the terms of this Agreement (which must be incorporated by reference in any contract between the SCHOOL BOARD and the Third-party operator), including the following:

a. The third-party operator shall safeguard and insure access and use of the pools by the general public during all "public use" times designated on the Non-School Time Schedule. The third-party operator shall be permitted "dedicated or exclusive use" of the pools during times not designated on the Non-School Time Schedule as "Public Use" time, provided the agreement between the the SCHOOL BOARD and the third-party operator includes provision for collection by the SCHOOL BOARD of an appropriate facility use fee or charge for such period of reserved or exclusive use, which fee may not be waived by the SCHOOL BOARD.

b. The third party shall be subject to *Ch.* 119 and *Ch.* 286, Florida Statutes to the extent required by law.

c. The third party operator shall properly keep and maintain all financial and other records relating to the operation of the FACILITY separate and apart from all other records of the third party and shall be subject to an annual audit as directed by the SCHOOL BOARD to be conducted by an independent certified public accountant in accordance with rules adopted by the Auditor General pursuant to s. 11.45(8) and the Commissioner of Education. The annual audit report shall be submitted within 75 days after the fiscal year's end to the SCHOOL BOARD. Further, any sub-contractor under any third-party operator shall be subject to the terms of this provision.

d. Any sub-contractor under any third-party operator shall be subject to the approval of the SCHOOL BOARD, and must likewise comply with the terms of this agreement. Any agreement between the SCHOOL BOARD and any third-party operator, and any agreement between any third-party operator and any sub-contractor must include an express provision for termination of such agreement without liability in the event of failure to comply with the terms of this agreement. Such agreements may provide for a limited period to cure any default or correct any non-compliance, but shall not permit multiple or continuing violations of the terms of this agreement or the non-school time schedule.

e. As of the time of the execution of this Agreement, the COUNTY has been advised that no third party agreements have yet been negotiated and therefore are not available for inspection. Even though the LOCAL GOVERNMENTS shall not be a party to any third-party agreement or any sub-contract related to the operation and management of the FACILITY during non-school hours, no such agreement or amendment thereto may be executed by the SCHOOL BOARD or any party until the LOCAL GOVERNMENTS have first been provided a copy

for examination and approval at least three weeks before such execution. The LOCAL GOVERNMENTS reserve the right to prohibit any such agreement on the basis that the agreement is not in the public interest. Current copies of any and all such agreements, affording any party the right to operate or manage the FACILITY, including all schedules and exhibits related thereto, and any subsequent amendments related thereto, shall be provided to the LOCAL GOVERMNENTS. No party to this Agreement, nor any third party or sub-contractor, shall engage in any act or effort to avoid or circumvent this requirement. Any such act will be the basis for permanently barring such party from any future contracts related to the FACILITY.

19. CONCESSION SALES: THE SCHOOL BOARD reserves for itself the exclusive right and privilege for any third-party operator, school-related club or school service organization to sell food, beverages and other concessions at the FACILITY at all times. The sale and use of alcoholic beverages at the FACILITY or on the PROPERTY shall be prohibited at all times.

20. LIABILITY FOR CLAIMS:

a. The SCHOOL BOARD shall be responsible for any and all duties imposed upon it by law for the maintenance of the FACILITY in a safe condition and for the supervision of the FACILITY during all hours of operation.

b. The SCHOOL BOARD shall be responsible for the maintenance of such insurance as it deems adequate and necessary to protect the SCHOOL BOARD from the risk of personal injury **or** loss at the FACILITY, or any contents therein owned by the SCHOOL BOARD by fire, theft, storm, hail, flood, vandalism or other similar losses. The SCHOOL BOARD may require that any contract with the third-party operator, or sub-contractor, require such party to maintain insurance for these purposes, and to list the SCHOOL BOARD as an additional named insured.

21. CONSTRUCTION DOCUMENTS: Upon completion of design development and final construction documents, a set of such documents shall be provided to the COUNTY and CITY. The COUNTY and CITY may make written comments for revisions thereto; however, the SCHOOL BOARD shall have the authority to make the final decision as to any such comments. For purposes of enforcing the provisions of the Florida Building Code, the SCHOOL BOARD is the Authority Having Jurisdiction (AHJ) and shall provide required plans reviews and inspections of all construction.

22. SCHOOL BOARD IMPROVEMENTS: The SCHOOL BOARD shall have the right (but subject to any covenants of record in conflict herewith), at its sole cost and expense, to erect or permit to be erected on the

PROPERTY such improvements or modifications neither interfere with the current or proposed educational or public uses of the FACILITY by the SCHOOL BOARD and the COMMUNITY nor violate properly adopted SCHOOL BOARD policies, or COUNTY or CITY ordinances. Unless otherwise mutually agreed in advance in writing, any such improvements shall be the sole maintenance responsibility of the SCHOOL BOARD.

23. LIENS: Neither the SCHOOL BOARD nor the COMMUNITY shall make any contract or agreement for the construction, alteration, repair or maintenance on the PROPERTY or of any improvement now or hereafter erected unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the PROPERTY or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or any other party who may furnish any material, service or labor for any buildings or improvements, alterations or repairs, or maintenance or operation of the FACILITY, at any time shall be or may become entitled to any lien thereon whatsoever. The SCHOOL BOARD, for itself and its assigns, agrees that anyone entitled to the use of the FACILITY under this Agreement who contracts for the building, improvement, alteration, repair or maintenance of the FACILITY or any improvements now or hereafter erected thereon shall give actual notice of this restriction, in advance, to any and all contractors, sub-contractors, or other persons or firms that may furnish any such material, service or labor.

24. UTILITY SERVICE: The SCHOOL BOARD shall initiate, contract for, and obtain in its name all utility services required for use of the PROPERTY and shall pay all charges for these services as they become due.

25. ADDITIONS AND IMPROVEMENTS: All additions, changes, and other improvements erected or placed on the PROPERTY shall remain thereon and shall not be removed therefrom during the term of this agreement, absent mutual agreement of the parties. Upon the expiration or termination of this Agreement, all such improvements shall become property of the COUNTY.

26. NOTICES: All notices, requests, demands, elections, consents, approvals, designations and other communications of any kind shall be in writing and addressed to the parties as follows:

SCHOOL BOARD
Superintendent
Seminole County Public Schools
District Administrative Official
400 East Lake Mary Boulevard
Sanford, Florida 32773

And,

Deputy Superintendent
Seminole County Public Schools
District Administrative Office
400 East Lake Mary Boulevard
Sanford, Florida 32773

CITY OF LAKE MARY
City Manager
City of Lake Mary
100 North Country Club Road
Lake Mary, Florida 32795

SEMINOLE COUNTY
County Manager
1101 East First Street
Sanford, Florida 32771

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other parties of the change of address. Service of notice shall be deemed complete upon mailing.

27. REMEDIES AND DISPUTE SETTLEMENT: In recognition that this is an agreement among Florida public entities, the parties acknowledge that the requirements of the Interlocal [Agreement] on Mediation and Intergovernmental Cooperation, which became effective on December 12, 1994 must be observed with respect to any disputes concerning this agreement. The parties further agree that in the event of any breach or default of the terms hereof, the parties are seeking the benefit of their bargain reflected herein. Therefore, the parties agree that the terms of this agreement may be enforced by action for specific performance and/or declaratory judgment if disputes cannot be resolved by non-judicial means, and any party against whom the action or proceeding is brought waives the claim or defense that the complainant party has an adequate remedy at law, or has failed to exhaust administrative remedies. All parties shall bear their own attorney fees and costs related to any dispute settlement or litigation proceedings concerning this Agreement.

28. APPLICABLE LAW: The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement.

29. VENUE: The parties agree that venue for any action arising out of the interpretation, performance of enforcement of the provisions of this Agreement shall be in Seminole County, Florida.

30. WAIVER OF JURY TRIAL: The parties agree that in the event of any action among and between any or all of the parties arising out of the interpretation, performance or enforcement of this Agreement, such action shall be tried to the Court and each expressly waives its right

to jury trial in such circumstance. This provision is applicable to actions involving third-party operators and sub-contractors.

31. ASSIGNMENT: The parties shall not assign this Agreement nor any interest arising herein without the written consent of all parties hereto.

32. WAIVER: No consent or waiver, expressed or implied, by any party to or of any breach of any covenant, condition, or duty of any party hereto shall be construed as a waiver to or of any other breach of the same or any other covenant, condition or duty.

33. DEFAULT: No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to natural disasters, acts of God, restrictions, regulations or controls of any independent governmental agency, civil commotion, insurrection, acts of terrorism, sabotage or enemy or hostile governmental actions, fire or other casualty or other similar event or condition beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of such delays.

34. HEADINGS: The headings of each section in this Agreement are for convenience only and do not define, limit, or construe the content of such sections.

35. MISCELLANEOUS:

a. Nothing herein contained shall be deemed or construed by the parties or by any third party as creating the relationship of partnership or joint venture.

b. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.

c. The rights and entitlements expressed herein are intended only for the named parties to this agreement. The parties intend that there are no third-party beneficiaries to this Agreement.

d. This agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

36. SEVERABILITY: If any one or more of the covenants or provisions of this Agreement shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall

be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

37. TERM: The term of this Agreement shall be concurrent with the design and operational life of the facility as set forth in ¶2.a. of this Agreement or 99 years, whichever is longer, unless otherwise mutually agreed by the parties.

38. COMPLETE 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 executed by authorized representatives of the parties.

39. THIS AGREEMENT shall become effective upon approval and execution by the party last signing.

CITY OF LAKE MARY, FLORIDA

By:_____
Thomas C. Greene, Mayor

Date: _____

ATTEST:

_____
Carol A. Foster, City Clerk

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

By: _____
Barry Gainer, Chairman

Date: _____

ATTEST:

_____
Bill Vogel, Secretary

ATTEST:

_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____

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

CARLTON D. HENLEY, Chairman

Date:_____

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.

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

_____
County Attorney

P:\USERS\MMINTER\SCH-POOL.REV6-13.DOC

Sample Pool Use Schedule				
Community Season				
June 6-August15, December 15-December 31, 2008				
Legend				
A= 1/2 of Competition Pool				
B= 1/2 of Competition Pool				
C= Small Pool				
D= Classroom				
Time	A	B	C	D
5:30 AM	3rd Party	Pub Use		
6:00 AM	3rd Party	Pub Use		
6:30 AM	3rd Party	Pub Use		
7:00 AM	3rd Party	Pub Use		
7:30 AM	Pub Use	Pub Use	3rd Party	
8:00 AM	Pub Use	Pub Use	3rd Party	
8:30 A.M.	Pub Use	Pub Use	3rd Party	
9:00 AM	3rd Party	Pub Use	Pub Use	
9:30 AM	3rd Party	Pub Use	Pub Use	
10:00 AM	3rd Party	Pub Use	Pub Use	
10:30 AM	3rd Party	Pub Use	Pub Use	
11:00 AM	3rd Party	Pub Use	Pub Use	
11:30 A.M.	3rd Party	Pub Use	Pub Use	
12:00 PM	Pub Use	Pub Use	Pub Use	
12:30 PM	Pub Use	Pub Use	Pub Use	
1:00 PM	Pub Use	Pub Use	Pub Use	
1:30 PM	Pub Use	Pub Use	Pub Use	
2:00 PM	Pub Use	Pub Use	Pub Use	
2:30 PM	Pub Use	Pub Use	Pub Use	
3:00 PM	Pub Use	Pub Use	Pub Use	
3:30 PM	Pub Use	Pub Use	Pub Use	
4:00 PM	Pub Use	Pub Use	Pub Use	
4:30 PM	Pub Use	Pub Use	Pub Use	
5:00 PM	Pub Use	3rd Party	3rd Party	
5:30 PM	Pub Use	3rd Party	3rd Party	Red Cross
6:00 PM	Pub Use	3rd Party	3rd Party	Red Cross
6:30 PM	Pub Use	3rd Party	3rd Party	Red Cross
7:00 PM	Pub Use	3rd Party	3rd Party	Red Cross
7:30 PM	Pub Use	3rd Party	3rd Party	Red Cross
8:00 PM	Pub Use	3rd Party	3rd Party	Red Cross
8:30 PM	Pub Use	3rd Party	3rd Party	Red Cross

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #11 to BD-260-01/BJC, HVAC Maintenance and Repair Agreement with The Trane Company of Orlando, Florida

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

AUTHORIZED BY: Steve Howard **CONTACT:** David Santiago **EXT:** 7106

MOTION/RECOMMENDATION:
Approve Amendment #11 to BD-260-01/BJC - HVAC Maintenance and Repair Agreement with The Trane Company of Orlando to increase the annual Not-To-Exceed amount by 3% or $28,292.40. The revised annual Not-To-Exceed amount will be $971,372.14.

County-wide Ray Hooper

BACKGROUND:

BD-260-01/BJC provides labor, materials, equipment, refrigerant, oil, filters, components and other parts required to operate, maintain and correct any malfunctions in the County's heating, ventilation, air conditioning and refrigeration systems at all of the County's contracted buildings.

Amendments #1 - 10 provided for additional equipment and locations to be added to the original agreement and to provide for increased operating cost over the previous years. The Trane Company has requested a final 3% increase to the current annual Not-To-Exceed agreement amount to cover additional costs due to increased labor wages, benefit and material costs. BD-260- 01/BJC will expire on June 12, 2008.

The following is a summary of the contract cost:

Original Not-to-Exceed Amount	$625,879.00
Amendments # 1 through 10	$317,201.07
Add Amendment #11	$ 28,292.40
Revised Annual Not-to-Exceed Amount	$971,372.47

Funds are available in account lines Facilities Maintenance - Repairs and Maintenance, Article V Bldg Maintenance (010560.530460 sub ledger 002340-01) and Facilities Maintenance - Equipment, Article V Judicial Facility (010560.530460AVJDF).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #11 to BD-260-01/BJC - HVAC Maintenance and Repair Agreement with The Trane Company of Orlando to increase the annual Not-To-Exceed amount by 3% or $28,292.40. The revised annual Not-To-Exceed will be $971,372.14.

ATTACHMENTS:

1. Amendment #11 to BD-260-01/BJC

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

ELEVENTH AMENDMENT TO HVAC MAINTENANCE AND REPAIR AGREEMENT (BID-260-01/BJC)

THIS ELEVENTH AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into June 12, 2001, as amended August 20, 2001, August 30, 2001, May 30, 2003, June 5, 2003, September 26, 2003, June 28, 2004, October 18, 2004, July 28, 2005, October 18, 2005, and July 20, 2006, between **THE TRANE COMPANY**, whose address is 1151 Keller Road, Orlando, Florida 32810, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above-referenced Agreement on June 12, 2001, as amended August 20, 2001, August 30, 2001, May 30, 2003, June 5, 2003, September 26, 2003, June 28, 2004, October 18, 2004, July 28, 2005, October 18, 2005, and July 20, 2006, for continuing repair and maintenance services for COUNTY's heating, ventilation, air conditioning, and refrigeration (HVAC) equipment; and

WHEREAS, the parties desire to amend the Agreement so as to increase the annual compensation paid to CONTRACTOR; and

WHEREAS, Section 27 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 16(a) of the Agreement is amended to read:

(a) COUNTY hereby agrees to compensate CONTRACTOR for the services required under this Agreement a total annual sum not to exceed

NINE HUNDRED SEVENTY ONE THOUSAND THREE HUNDRED SEVENTY-TWO AND 47/100 ($971,372.47).

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:

_____
JAMES P. BRIA, Controller

(CORPORATE SEAL)

THE TRANE COMPANY

By:_____
JOE KOUNTZMAN

Date:_____

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

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 _____, 2007
regular meeting.

AEC:jjr
05/22/07
P:\Users\jroyal\Purchasing 2007\Agreements\Bid-260260-01-11TH Amd.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Technical Revisions to SHIP Local Housing Assistance Plan

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

AUTHORIZED BY: David Medley **CONTACT:** Rob Heenan **EXT:** 2385

MOTION/RECOMMENDATION:
Approve technical and substantive revisions to the Local Housing Assistance Plan (LHAP) for program years 2008, 2009, and 2010 authorized by the Board on April 24, 2007 and approve technical and substantive amendments to the LHAP for 2005, 2006, and 2007 so that remaining program funds for those years may be expended on essentially the same basis (with one exception explained below) as is proposed for the new three (3) year LHAP and authorize staff to submit both amended LHAPs to the Florida Housing Finance Corporation (FHFC).

County-wide David Medley, Robert Heenan

BACKGROUND:

The proposed revisions, all of which are noted in a strikethrough/underline format, are intended to accomplish the following: removal of the equity sharing strategy as a method of recapture of SHIP funds, revision to the Foreclosure Prevention Strategy to add very low income and low income households without previous SHIP assistance as eligible participants, and enhancement of recapture provisions to reduce frequent losses occasioned by first mortgage foreclosures through negotiated settlements with first mortgagees to try and recapture at least some portion of the endangered SHIP mortgage loan instead of frequently losing 100% of the funds in a typical first mortgage foreclosure.

Allowance of assumption of SHIP mortgages by income qualified heirs and family members is also proposed to reduce displacement or forced sale of the home in the event of death of a previous SHIP recipient. Various technical amendments and clarifications requested by FHFC for the 2008, 2009, and 2010 LHAP are also included and parallel changes are proposed for the present LHAP now in effect in order to facilitate approval of those amendments by FHFC.

When staff presented the LHAP to the Board on April 24, 2007, the Board requested that staff return within sixty (60) days with a policy as to how staff would implement “Equity Sharing” as a method of the recapture of SHIP funds under the LHAP strategies. The Board also requested that staff add income eligible households to the Foreclosure Prevention Strategy irrespective of whether those households had received past SHIP assistance or not, in order to reach out further to the community to assist in foreclosure prevention. Staff and management met and discussed the equity sharing concept and the present traditional methods of recapture. As a result, staff is returning to the Board to request removal of the equity sharing strategy and continue using the traditional method of recapture as the most equitable process of recapture benefiting both the customer and the County.

In terms of equity, the proposed recapture revisions enable the County to realize a reasonable return of its initial subsidy for use in assisting other households in the future while allowing the initial customer to obtain and build equity in the home with the objective of building individual wealth, enabling mobility into higher income levels of the community. The traditional methods of recapture are more easily understood by the customer, facilitating staff in being able to quote recapture terms to the customer, and streamlines the production and development of the legal documents by the County Attorney's Office necessary for the recapture process and satisfactions of mortgages.

Staff will continue to monitor the existing use of equity sharing around the state, and may return at a later date to reevaluate and discuss this option. The Foreclosure Prevention Strategy has been expanded to include very low income and low income households irrespective of whether they have received previous SHIP assistance, instead of only those who received prior assistance. This revision will permit the County to reach-out to more income eligible households to assist in the prevention of foreclosure. Like other SHIP recipients, participants will be required to receive homeownership counseling by staff to help prevent homeowners from re-experiencing future foreclosure problems.

The new LHAP also allows for assumption of an outstanding SHIP mortgage by a surviving heir or testamentary beneficiary of the estate of a deceased SHIP recipient provided the legatee(s) can financially qualify for SHIP assistance on their own and subject to County approval. This strategy is intended to avoid forced sale of the home or displacement of otherwise income qualified persons and households.

In a departure from previous practices and program years, the new LHAP contains a strategy for the new construction and development of affordable housing communities for senior citizens (defined as those households headed by a person of 62 years of age or older) which will be provided under a life estate instead of a more typical fee simple ownership. Upon the death of the SHIP recipient(s), title will revert to the grantor agency so as to preserve the residence as a long term, affordable housing resource for this targeted group. This program is not included among the amendments to the existing LHAP for 2005, 2006, and 2007.

STAFF RECOMMENDATION:

Staff recommends the Board approve the technical and substantive revisions to the Local Housing Assistance Plans (LHAP) authorized by the Board on April 24, 2007 for program years 2008, 2009, and 2010 and the proposed amendments to the LHAP for 2005, 2006, and 2007 and authorization for staff to present both LHAP amendments and revisions to the Florida Housing Finance Corporation (FHFC).

ATTACHMENTS:

1. Technical Revisions to LHAP 2007-2008, 2008-2009, 2009-2010
2. Technical Revisions to LHAP 2005-2006, 2006-2007

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

Seminole County Government
SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

FISCAL YEARS COVERED
2007/2008, 2008/2009, and 2009/2010

Technical Revisions June 26, 2007

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EXHIBITS:

Administrative Budget for each fiscal year covered in the Plan: ***(No Revision)***	Exhibit A
Timeline for Encumbrance and Expenditure: ***(No Revision)***	Exhibit B
Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan: ***(No Revision)***	Exhibit C
Certification Page: ***(No Revision)***	Exhibit D
Adopting Resolution: ***(No Revision)***	Exhibit E
Program Information Sheet: ***(No Revision)***	Exhibit F
Updated Ordinance: ***(No Revision)***	Exhibit G

I. PROGRAM DESCRIPTION:

A. Name of the participating local government and Interlocal if Applicable:
Seminole County is the participating local government, with no interlocal agreements for the SHIP program.

B. Purpose of the program:
This plan is for the purpose of meeting the housing needs of the very low, low, and moderate income households, to expand production of and preserve affordable housing, and to further the Housing Element of the Seminole County Comprehensive Plan specific to affordable housing.

C. Fiscal years covered by the Plan:
2007/2008
2008/2009
2009/2010
Funding levels for strategies reflected in the Housing Delivery Goals Chart (Exhibit C) will be applied also to funds of earlier SHIP distribution years.

D. Governance:
The Seminole County SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37 Florida Administrative Code. The SHIP Program furthers the Housing Element of the Seminole County Comprehensive Plan. The County shall at all times comply with applicable statues and regulations and all subrecipients of SHIP funds shall be likewise be bound to comply with said statutes and regulations by the terms of their subrecipient agreements and other financing documents.

E. Local Housing Partnership:
The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low income persons and community groups. The County's program actively involves nonprofit and for-profit agencies in its housing programs and production.

F. Leveraging:
The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds are made available for participation in tax credit developments, to partner with Predevelopment Loan Programs as the 25% match for the federal HOME Program, and for other programs for low and moderate income residents.

G. Public Input:

Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Additional public meetings on housing needs are held annually as part of the Consolidated Plan process. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach:

The County shall advertise the notice of funding availability in a newspaper of general circulation (The Orlando Sentinel) and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If the waiting list is so extensive that no new applications will be able to be funded, the County may elect to not advertise.

I. Discrimination:

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

J. Support Services and Counseling:

Support services are available from various sources. Available support services include but are not limited to homeownership counseling (pre and post). The County provides foreclosure intervention counseling for previous SHIP recipients.

K. Purchase Price Limits:

SHIP Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Therefore, Seminole County shall define the maximum sales price for new and existing homes as being an amount not to exceed 90% of the median price for the Orlando Metropolitan Statistical Area as established by the U.S. Treasury Department.

The purchase price limit for new and existing homes ~~is shown~~ shall be annually determined over the three year life of the LHAP and updated on the Housing Delivery Goals charts (Exhibit C).

L. **Income Limits, Rent Limits and Affordability:**

The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by the Florida Housing Finance Corporation. Affordable means that monthly rents do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S. Affordable mortgages and/or housing payments are those in which the payments including taxes and insurance do not exceed 30% of the household's annual income. ~~Certain programs may be targeted to retain or attract Essential Service Personnel (ESP) to the County. Essential Service Personnel includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories deemed essential in Seminole County. ESP income eligibility will be the same as the moderate income definition.~~

M. **Essential Services Personnel**

Certain programs may be targeted to retain or attract Essential Service Personnel (ESP) to the County. Essential Service Personnel includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories deemed essential in Seminole County. ESP income eligibility will be the same as the moderate income definition.

~~**M.**~~**N.** ~~**Wages to Work:**~~ **Welfare Transition Program:**

Should an eligible sponsor be used, the County has developed a qualification system and selection criteria for applications for Awards to eligible sponsors. ~~This~~ These criteria include a description demonstrating how eligible sponsors that employed personnel from the ~~WAGES and Workforce Development Initiatives programs~~ Welfare Transition Program will be given preference in the selection process.

~~**N.**~~**O.** **Monitoring and First Right of Refusal:**

In the case of rental housing with more than $3,000 of SHIP funding per rental unit, the staff shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, the County or its subrecipients may rely on such monitoring and determination of tenant eligibility. Tenant eligibility will be monitored at least annually for 15 years or the term of assistance which ever is longer.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons. Any such offer for purchase must first be noticed to the County.

~~O.~~P. Administrative Budget:
A detailed listing including line-item budget of proposed Administrative Expenditures is attached as Exhibit A. These are presented on an annual basis for each State fiscal year submitted.

Seminole County finds that it can no longer adequately cover the administrative costs of its SHIP program responsibilities with the five percent (5%) cap on local housing distribution funds for such purposed imposed by section 430.907(7), Florida Statutes. Therefore, the County has adopted Resolution 07-R-80, a copy of which is attached as Exhibit E hereto, for utilization of up to ten percent (10%) of such funds for administrative overhead of implementing this LHAP.

II. LHAP HOUSING STRATEGIES: Homeownership

A. Purchase Assistance:

1. **Summary of the Strategy:** This strategy may be used by qualified persons in need of down payment, closing cost assistance, and/or financing to purchase new or existing homes.

   This is a first time home buyer strategy, consistent with federal and State housing program definitions of "first time". The definition includes persons or households who have not owned a home other than a mobile home during the three (3) year period immediately prior to applying for SHIP funds, except that the following persons shall not be excluded from consideration as a first-time home buyer:

   - Displaced homemaker, as defined by HUD;
   - An individual or household living in a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure and there is no mortgage, taxes due or liens on the property.

If this strategy is used to purchase an existing home, rehabilitation work, as defined by ~~F.S. 67-37.002(12)~~ Rule 67.37.002(14, Fla. Admin. Code must be accomplished either within one year prior to the purchase, or within two years following the funding year.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This strategy will be for applicants whose income is classified as very low, low, or moderate. Purchase assistance for moderate income households will be limited and will only be provided to the extent that funds are available through program income or recaptured funds.

4. **Maximum awards: Very Low Income - $130,000, Low Income - $90,000, Moderate Income - $20,000 are further noted on the Housing Delivery Goals Charts (See Exhibit C)**:

5. **Terms, Recapture and Default:** ~~Seminole County will provide an interest-free forgivable loan. The initial assistance will be forgiven upon completion of the initial term (ten years). Starting with the eleventh anniversary of the closing, any remaining balance will be forgiven at the rate of 5% per year for twenty years, as long as the home continues to be occupied in accordance with the funding agreement~~. Seminole County will provide an interest-free deferred forgivable loan. The first $40,000 of assistance *of* $40,000 for very low income, $20,000 for low income and $20,000 for moderate income will be forgiven upon completion of the tenth (10th) year anniversary. At the end of the twentieth (20th) year anniversary, an additional $40,000 of the remaining balance for very low income and $20,000 for low income will be forgiven. At the end of the thirtieth (30th) year anniversary, the remaining $50,000 will be forgiven for both very low income and low income.

~~Subsidy~~ Maximum Assistance amounts and terms are:

Income Level:	~~Initial~~ Maximum Assistance:	~~Initial~~ Term:
Very Low	~~Up to $40,000~~ $130,000	~~10~~ 30 years
Low	~~Up to $20,000~~ $90,000	~~10~~ 30 years
Moderate	~~Up to~~ $20,000	10 years

Repayment: During the term of the loan, full repayment of the remaining SHIP obligation will be due upon the occurrence of one or more of the following events:

- If the mortgagor no longer resides in the home as a permanent residence, or homestead exemption is lost; or
- If any part of the property or any interest in it is sold, refinanced (deemed to also include procurement of new, additional financing such as home equity loans), transferred, gifted or possession is otherwise conveyed to another person, whether by voluntary act, involuntarily, by operation of law or otherwise; or
- If the mortgagor is divested of title by judicial sale, levy or other proceedings; or
- If foreclosure is instituted against the property; or
- If the property is leased, subleased or rented.

In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants <u>and who shall also maintain the home as his/her/their primary residence and homestead</u>. Any such assumption is subject to approval by the County.

~~Due to the large amount of subsidy and the increasing costs of housing, the County has added equity sharing to its home purchase programs. Independent of any owed or forgiven repayments of the original financial assistance, the mortgage documents may, at the option of the Board of County Commissioners, specify that upon sale or transfer within the affordability period, the County's affordable housing trust fund will be due an amount up to 25% of the increase in sales price (or value, in the case of a transfer that is not an arm's length transaction), less the documented cost of any real property improvements and the original amount of owner contribution at purchase. The twenty-five percent figure is negotiable if the unit is sold to an income eligible household.~~

In the case of foreclosure, ~~death~~ or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing. As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first mortgage foreclosure suit.

The SHIP purchase assistance program is intended to assist Seminole County households to obtain homeownership. It is understood that SHIP recipients may need to sell their homes for a variety of reasons including job transfers, marriage, and other occurrences that are a normal part of family life. For this reason, repayments of the SHIP loan are considered an approved part of this strategy, and are not considered to be a "default." "Default" would be a foreclosure, or any action that would otherwise void the agreement, if the County is not notified of such action within 90 days.

Affordability period: ~~Minimum affordability period is:~~

10 Years	Assistance of: ~~up to $40,000~~ $20,000 per unit
30 Years	Assistance of: more than ~~$40,000~~ $20,000 and up to $130,000 per unit

6. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be located in Seminole County.
- Mobile homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- The applicant's first mortgage financing must be obtained at a competitive fixed rate prior to applying to the SHIP down payment assistance program.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all requested documentation of income, assets, liabilities, eligibility and qualifications.

- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, repayment or recapture provisions, and certify that the unit assisted will be their principal residence.
- Applicants must complete all required SHIP first-time homebuyer classes prior to receiving assistance.

7. **Sponsor Selection Criteria:** The County may select a sponsor to assist in the administration of this strategy, using Seminole County purchase and procurement guidelines. The sponsor may be a private corporation or a not-for-profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

- Mortgage payments must be affordable, as described in Paragraph L of this Plan.
- Down payment assistance may be used in conjunction with the purchase of a unit or house in a community land trust.
- Taxes and insurance shall be included in an escrow account established and administered by the first mortgage holder or its agent.

B. New Construction:

1. **Summary of Strategy:** SHIP funds may be used by the County or by a selected non-profit or for-profit developer to further the construction of new housing. Funds may be allocated for the construction of new units, payment of impact fees, to provide needed infrastructure (i.e., water and sewer), and/or land acquisition. In the event SHIP funds are used for land acquisition, program year timelines shall be adhered to with respect to both the land acquisition itself and eventual owner occupancy of the completed residential unit(s).

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This program is intended for those same target groups participating in the Purchase Assistance Strategy ~~to encourage and supplement the financing of the production of homeowner housing for~~ i.e., very low, low income and moderate income residents. ~~However,~~ Moderate income households are included in order to provide an income mix in a funded housing development. ~~, moderate income households may also be served by this strategy.~~

4. **Maximum award: $200,000 (also set forth on the Housing Delivery Goals Charts, Exhibit C).**

5. **Terms, Recapture and Default:** Seminole County may provide development grant funding ~~construction loans, low-interest loans, deferred loans, and/or other forms of financial assistance~~ to selected developers and/or builders for the purpose of producing affordable homes for SHIP Purchase Assistance by income qualified households. ~~Interest bearing loans will generally not exceed two percent (2%), but will be established based upon the project pro forma and the financing package. Construction loans will be repaid from sale proceeds at the time the completed units are sold to income-qualified households.~~

   ~~**Affordability Period:** Minimum affordability period is:~~
   ~~20 Years — Assistance of up to $40,000 per constructed unit~~
   ~~30 Years — Assistance of more than $40,000 per constructed unit~~

   Purchase Assistance repayment by the homeowner will have the same terms as those specified for the Purchase Assistance Program (See Paragraph A.5. above).

6. **Recipient Selection Criteria:** Sponsors and developers will be selected based upon a best-qualified approach, including but not limited to: time in operation, financial stability, experience in the development of housing, project site and plans, sales price and subsidy cost per unit.

   Homebuyers will be selected based on the same criteria as in the Purchase Assistance strategy.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole County purchase and procurement guidelines. The Sponsor may be a private ~~corporation~~ for profit or ~~a~~ not for profit corporation. Selection will be based on the best-qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

   - SHIP funds for new housing construction may be used to develop housing providing the requisite ownership interest through a life estate to elderly Seminole County residents whose previous homes were dilapidated beyond repair. Additional program design elements will be established prior to this undertaking. (See Strategy E. New Construction for Seniors).

- SHIP funds for new housing construction may be used for housing built through a community land trust.

C. Acquisition and Rehabilitation of Homes:

1. **Summary of the Strategy:** SHIP funds may be used by the County or by a selected developer to acquire and rehabilitate existing homes for the purpose of improving the housing stock and making homeownership opportunities available to lower income persons.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This strategy will be for applicants whose income is classified as very low or low.

5. **Maximum award: $200,000 (also set forth on the Housing Delivery Goals Charts, Exhibit C).**

5. **Terms, Recapture, and Default:** Seminole County ~~may~~ will provide ~~a low interest loan or a deferred loan and/or other forms of financial assistance~~ development grant funding to qualified developers nd contractors to enable the acquisition, rehabilitation, and resale of housing units for SHIP-eligible homebuyers. ~~Interest on construction/acquisition loans will generally not exceed two percent (2%), but will be established based upon the individual circumstances and financing package. The repayable amount shall be due and payable upon the sale of the completed unit(s) to qualified purchaser(s).~~

   ~~It is anticipated that the homebuyers~~ Homebuyers of the rehabilitated units will receive SHIP purchase assistance, and therefore all of the provisions including repayment by the homeowner will have the same terms as those specified for the Purchase Assistance Program (See Paragraph A.5. above).

   In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants and who shall also maintain the home as his/her/their primary residence and homestead. Any such assumption is subject to approval by the County.

In the case of foreclosure, or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first mortgage foreclosure suit.

6. **Recipient Selection Criteria:** Developers will be selected based upon a best-qualified approach, including but not limited to: time in operation, financial stability, experience in the development of housing, project site and plans, sales price and subsidy cost per unit.

   Homebuyers will be selected based upon the same criteria as shown for the Purchase Assistance Strategy.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation or a not for profit corporation. Selection will be based on the best-qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

   - This strategy is for first-time homebuyers. The definition of a first-time homebuyer is the same as for the Purchase Assistance Strategy.
   - Applicants purchasing the individual units must be credit worthy and have sufficient income required to pay the mortgage and any additional existing debt service. Mortgage payments must meet the definition of affordable.
   - SHIP funds under this strategy may be used for housing in a community land trust.

D. Rehabilitation:

1. **Summary of the Strategy:** This strategy offers qualified home owners assistance with needed repairs and/or alterations to improve their health, safety, and well being or contribute to structural integrity and preservation of their owner occupied home. Assistance to make a home barrier free for special needs households is also eligible. This strategy may also include reconstruction and demolition if a home is beyond financial feasibility to repair.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This strategy will be for applicants whose income is classified as very low or low.

4. **Maximum award: $60,000 (also set forth on the Housing Delivery Goals Charts, Exhibit C).**

6. **Terms, Recapture and Default:** Seminole County ~~may~~ will provide ~~an interest free forgivable loan for up to 15 years for rehabilitation, and~~ an interest-free, deferred, forgivable loan ~~or combination loan~~ for up to 30 years. In the event of demolition and reconstruction, affordability periods will be established based on the amount of the SHIP loan. ~~Interest rate will not exceed two percent (2%)~~.

   The first $20,000 of such assistance for both very low income and low income borrowers will be forgiven upon completion of the tenth (10th) year anniversary. At the end of the twentieth (20th) year anniversary and additional $20,000 of the remaining balance will be forgiven and at the end of the thirtieth (30th) year anniversary, the remaining $20,000 balance will be forgiven.

   Affordability period: ~~Minimum affordability period is:~~
   ~~10 Years Assistance of up to $40,000 per unit~~
   ~~15 Years Assistance of more than $40,000 per unit~~
   ~~30 Years Reconstruction~~

   10 Years Assistance of up to $20,000 per unit
   20 Years Assistance of $20,000.01-$40,000 per unit
   30 Years Assistance of $40,000.01-$60,000 per unit

~~Repayment definitions and requirements will be the same as those described for the Purchase Assistance program (See Paragraph A.5. above.) except that: full repayment of the SHIP investment will be due for the first five years following completion of the project if any of the repayment events occur. Starting with the sixth anniversary of completion, the assistance will be forgiven at a pro rata percentage as long as the home continues to be occupied in accordance with the funding agreement, to result in a zero balance at the end of the affordability period.~~

In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants and who shall also maintain the home as his/her/their primary residence and homestead. Any such assumption is subject to approval by the County.

In the case of foreclosure, or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first mortgage foreclosure suit.

6. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be located in Seminole County.
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, ~~legibility~~ eligibility and qualifications.

- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation or a not for profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

8. **Additional Information:** If it is determined by the Seminole SHIP Program that the applicant meets income eligibility guidelines, a home inspection and work write up will be completed by the County or its designee.

   - Funds will be encumbered for eligible applicants whose homes are deemed repairable according to program guidelines.
   - The County or its designee will assist the homeowner with work write up and inspections to ensure that all work is performed by a licensed and insured contractor.
   - All mortgages, taxes, and special assessments must be current and paid.
   - All homes eligible for rehabilitation must be owner occupied and with fee simple title.
   - Housing rehabilitation activities funded under this strategy shall meet the County's Housing Rehabilitation Standards.

9. **Reconstruction provisions:**

   - The decision to demolish and replace a home will be made by the Community Assistance Manager or designee after a review of the home inspection report and a site visit to determine the extent of structural integrity of the home and need of repairs.
   - If it is determined that the household and the condition of the unit meets eligibility guidelines for reconstruction, additional research will be undertaken to qualify the project. These will include, but may not be limited to: a title search, variances and set back requirements update, necessary sanitary requirements for water and sewer or septic and lot size for current construction guidelines.

- In order to receive assistance under this strategy, applicants must have applied to the rehabilitation program and had their home declared beyond repair.
- An applicant homeowner must hold fee simple title with no mortgages or encumbrances on the title. In the event SHIP funds were used for earlier home repairs and the house has deteriorated beyond financial feasibility to repair, the previous, deferred SHIP loan may be forgiven by Seminole County
- The County or its designee will assist the homeowner with County approved new home plans, contractor quote process and inspections to ensure that all work is performed by a licensed and insured contractor. Information and guidance will be provided in order to minimize property taxes and impact fees.

E. New Construction for Seniors:

1. **Summary of Strategy:** SHIP funds may be used for land acquisition, and be provided to a nonprofit to construct a new housing development for seniors. The development will be targeted to one or two-person households who were previously owners of units determined unsuitable for rehabilitation (including mobile homes manufactured prior to 1994). Seniors eligible for assistance under this strategy shall be deemed to be those applicants for whom the head of household shall be sixty-two (62) years of age or older and who also qualify as very low or low income. Recipients will be provided a life estate rather than fee simple title in their new unit, thus preserving the residence as a long-term community resource of affordable housing. A monthly fee similar to that charged in condominiums will be affordable to all residents, and will provide for the maintenance and insurance for common areas, and other operational expenses.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This program is intended to provide homeowner housing for very low and low income residents.

4. **Maximum award: $200,000 (also noted on the Housing Delivery Goals Charts, Exhibit C)**:

5. **Terms, Recapture and Default:** The selected nonprofit will be provided development grant funding. The conveyances for the units shall provide for life estates to qualified households with a vested remainder to the nonprofit upon expiration of the life estate and a contingent remainder interest for conveyance to the County in the event that the nonprofit fails to operate, lacks the continuing capacity to continue the activity, has failed to use the monthly fees to maintain the development to acceptable standards, or otherwise fails to operate the development in accordance with the standards and requirements that are set forth.

   If requested, written agreements and other program design elements will be provided to Florida Housing Finance Corporation prior to the County undertaking this strategy.

6. **Recipient Selection Criteria:** Recipients will be selected based on the severity of the condition of their home, the size of the available unit(s), and their position on a first-come, first-served waiting list. If there are an insufficient number of former homeowners on the waiting list when individual units become available, the program will be available to non-homeowners, using the same selection criteria.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole County purchase and procurement guidelines. The Sponsor may be a not for profit corporation. Selection will be based on the best qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.

8. **Additional Information:** The two primary purposes of this strategy are: to create affordable, desirable housing for senior homeowners whose current homes are beyond repair; and to create a continuing community housing resource for Seminole County's senior residents.

F. Disaster Relief:

1. **Summary of Strategy:** SHIP Funds may be used for disaster assistance emergency housing repairs in the aftermath of a natural disaster in the event of a disaster ~~being~~ having been duly declared by Federal and/or State of Florida officials or by the Board of County Commissioners of Seminole County pursuant to Chapter 252, Florida Statutes. This program is for owner-occupied homes.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This strategy will be for applicants whose income is classified as very low or low. Income verification and related procedures may be adjusted depending on the circumstances and/or urgency of the situation.

4. **Maximum award: $15,000 (also noted on the Housing Delivery Goals Charts, Exhibit C)**:

5. **Terms, Recapture and Default:** Seminole County may provide a grant up to $15,000 of SHIP funds contingent upon declaration of a disaster. If the cost of needed repairs exceeds $15,000, additional funds may be provided through the rehabilitation strategy.

6. **Recipient Selection Criteria:**

   - Funds will be made available on a first come, first complete, first served basis while funds are available.
   - All units assisted will be located in Seminole County.
   - Mobile Homes are not eligible for assistance unless specifically allowed by the State.
   - Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications.
   - Persons who qualify for SHIP Assistance must contractually agree to all applicable SHIP Program guidelines, Seminole County SHIP requirements, and certify that the unit assisted will be their principal residence.
   - Taxes and mortgage must be up to date. Title must be in the applicant's name.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in the administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, a not for profit corporation, or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**
   - Funds will not be allocated to this strategy except in the case of a federal, state, or locally declared disaster. Applications for disaster repair will be given priority above others on the waiting lists for other strategies.

G. Foreclosure Prevention Strategy:

1. **Summary of the Strategy:** This strategy may be used by income eligible homeowners with the SHIP funding assistance necessary to provide homeowners ~~who have previously received Seminole County SHIP assistance~~ an ~~the~~ opportunity to avoid foreclosure and retain their homes. This is a one-time assistance per household Strategy and may also be used for curing arrearages in property taxes and/or home insurance.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This strategy will be for applicants whose income is classified as very low or low.

4. **Maximum award: $5,000, further noted on the Housing Delivery Goals Charts (See Exhibit C):**

5. **Terms, Recapture and Default:** Seminole County will provide an interest free deferred forgivable loan for 5 years. Repayment, default and recapture will be triggered at point of sale, transfer, refinance (including procurement of new, additional financing), or discovery that the home is no longer owner – occupied before the end of the term. If the unit is foreclosed, repayment will be limited to the amount available from net proceeds.

   In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants and who shall also maintain the home as his/her/their primary residence and homestead. Any such assumption is subject to approval by the County.

   In the case of foreclosure, or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first mortgage foreclosure suit.

6. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be located in Seminole County.
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted is their principal residence.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in the administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsors may be a private corporation, a not for profit corporation or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

8. **Additional Information:**

- ~~All assisted units must have previously received SHIP homeownership assistance, purchase assistance, or rehabilitation assistance;~~
- Applicants must be at least 2 months in arrears in mortgage payments and have received notification in writing from their lender that foreclosure proceedings will begin;
- Applicants who need one time assistance in paying taxes and/or property insurance should submit current invoices to the County for proof of need of assistance;

- Applicants who apply for assistance and who need more than the foreclosure assistance that is offered in this strategy must have the additional funds to pay all the remaining unpaid deficiency. ~~However, in the case when foreclosure assistance is also applied to pay for property taxes and insurance in addition to funds towards mortgage payments, the amount of foreclosure assistance may exceed the amount listed in Exhibit C;~~
- Applicants must be credit worthy and have sufficient income required to maintain their ~~SHIP~~ mortgage after foreclosure assistance is received;
- Participants will be required to receive homeownership counseling by staff to help prevent homeowners from re-experiencing future foreclosure problems.
- Applicant must demonstrate through documentary evidence that non payment of their mortgage is due to sudden loss of income; sudden medical expenses; divorce or separation; death in family; or unforeseen home repair bills.

III. LHAP HOUSING STRATEGIES: Rental

A. Rental Construction and Rehabilitation

1. **Summary of Strategy:** SHIP Funds may be used for new construction or for rehabilitation of existing rental properties. Funds may be provided to a for-profit or a non-profit developer for the purpose of creating a long-term resource of rental housing opportunities for lower income residents.

2. **Fiscal Years Covered:** 2007/2008; 2008/2009; 2009/2010

3. **Income Categories to be served:** This strategy will be for residents whose income is classified as very low or low.

4. **Maximum award: $17,500 per unit for Very Low Income units and $25,000 per unit for Low Income units (also noted on the Housing Delivery Goals Charts, Exhibit C)**:

5. **Terms, Recapture and Default:** Seminole County will provide ~~a low interest or deferred payment forgivable loan for 15 years or such longer period as may be determined appropriate. .. Interest bearing loans will not exceed two percent (2%).~~ development grant funding to qualified developers and contractors for provision of affordable rental housing units. Units may be "floating" as defined by HUD to meet affordability requirements.

Affordability period: ~~Minimum affordability period is:~~

15 years	Assistance of $3,001 and higher per unit
20 years	Any new construction activity, irrespective of cost per unit

Units must be occupied by eligible tenants at rents determined to be affordable, for the term of the affordability period or as specified in the funding documents, whichever period is longer. Recipient entities must annually recertify tenants' income, and provide annual reports to the County on formats approved by County housing staff. Developments must be maintained up to market standards, and will be subject to physical inspection by the County.

Repayment, default and recapture will be triggered at point of sale, transfer, certain refinancing, or discovery that the units are no longer properly secured, maintained, or occupied in accordance with the funding documents. ~~Refinancing of existing debt service is not allowed.~~ Refinancing for the purpose of obtaining new money or which is determined by the County to be an artifice or device to convert SHIP funded equity into cash is not allowed.

6. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first ready to proceed served basis while funds are available.
- All units assisted will be within Seminole County.
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP "Request for Proposal" and provide all written documentation requested including project pro forma, income levels to be served, location and site control, site plans, development timetable, project manager qualifications, source of matching funds, and uses statement, and experience.
- Entities that qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the units assisted will be occupied by eligible residents.
- Affordability period begins with either the certificate of occupancy or final inspection approval by the local building official.

7. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in the administration of this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

IV. LHAP INCENTIVE STRATEGIES *Section 420.9071(16), F.S.*

A. Name of the Strategy: Expedited Permitting

Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects.

1. Established policy and procedures: All housing permits that meet the affordable guidelines are noted. When permitting exceeds two weeks the permit will then be expedited. Average turn around time is one week.

B. Name of the Strategy: Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

1. Established policy and procedures: Seminole Counties Development review board notifies the SHIP Program Administrator of any impending changes that might impact the cost of affordable housing and receives comments regarding alternative solutions to limit cost increases.

Seminole County Government

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

FISCAL YEARS COVERED

~~2004/2005~~, 2005/2006 AND 2006/2007

Technical Revisions June 26, 2007

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IV. EXHIBITS:

Administrative Budget for each fiscal year covered in the Plan: Exhibit A
(No revision)
Timeline for Encumbrance and Expenditure: Exhibit B
(No revision)
Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan: Exhibit C
(Revised charts 2005/2006 and 2006/2007 enclosed)
Certification Page: Exhibit D
(No revision)
Adopting Resolution: Exhibit E
(No revision)
Program Information Sheet: Exhibit F
(No Revision)

I. PROGRAM DESCRIPTION Chapter 67-37.005, F.A.C. and Section 420.9072, F.S.

A. Name of the participating local government and Interlocal if Applicable: ***Section 420.9072(5),F.S.***

Seminole County Government

Interlocal : No X

B. Purpose of the program: *Section 420.9072, F.S. and Chapter 67-37.005(3), F.A.C.*
Creation of the Plan is for the purpose of meeting the housing needs of the very low, ~~and~~ low, and moderate income households, to expand production of and preserve affordable housing, to further the housing element of the Seminole County Government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: *Chapter 67-37.002,F.A.C.*

~~2004/2005~~
2005/2006
2006/2007

D. Governance: *Chapter 67-37.005(3)and(5)(I), F.A.C. and Section 420.9071(14), F.S.*
The Seminole County SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37.007 Florida Administrative Code. The SHIP Program does further the housing element of the Seminole County Government Comprehensive Plan. The County shall at all times comply with applicable statues and regulations and all subrecipients of SHIP funds shall be likewise be bound to comply with said statutes and regulations by the terms of their subrecipient agreements and other financing documents.

E. Local Housing Partnership: *Section 420.9072(1)(a), F.S.*
SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. Leveraging: *Chapter 67-37.007(1)(b)(c), F.A.C. and Section 420.9075(1)(a) and (1)(b3, and (1)(c), F.S.*
The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. **Public Input:** *Chapter 67-37.005(3), F.A.C.*
Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. **Advertising and Outreach:** *Chapter 67-37.005(6)(a), F.A.C.*
The county or eligible municipality or its administrative representative shall advertise the notice of funding availability in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. **Discrimination:** *Section 420.9075(3)(c), F.S.*
In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

J. **Support Services and Counseling:** *Chapter 67-37.005(5)(g), F.A.C.*
Support services are available from various sources. Available support services may include but are not limited to:

Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling and Transportation

K. **Purchase Price Limits:** *Section 420.9075(4)(c), F.S. and Chapter 67-37.007(6), F.A.C.*
Purchase Price Limits: The sales price or value of new or existing eligible housingmay not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. ~~Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not 90% of the median area purchase price established by the U.S. Treasury Department or as described above.~~

~~The methodology used by Seminole County Government is:~~

~~Bond Study Numbers Provided by Florida Housing Finance Corporation~~

~~The purchase price limit for:~~
~~New Homes: $160,000~~
~~Existing Homes: $160,000~~

Therefore, Seminole County shall define the maximum sales price for new and existing homes as being an amount not to exceed 90 % of the median price for the Orlando Metropolitan Statistical Area as established by the U.S. Treasury Department.

The purchase price limit for new and existing homes shall be updated annually over the remaining life of the plan and updated on the Housing Delivery Goals charts (Exhibit C).

L. Income Limits, Rent Limits and Affordability:
Chapter 67-37.005(5)(e), F.A.C. .and Section 420.9071(2), F.S.
The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by the Florida Housing Finance Corporation. Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S.
In case of rental housing the rent does not exceed those rental limits adjusted for bedroom size.

M. ~~Wages to Work:~~ ~~*Chapter 67-37.005(6)(b)(7),F.A.C.*~~
~~Should a eligible sponsor be used, the city/county has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employed personnel from the WAGES and Workforce Development Initiatives programs will be given preference in the selection process.~~

Welfare Transition Program:
Should an eligible sponsor be used, the County has developed a qualification system and selection criteria for applications for Awards to eligible sponsors. These criteria include a description demonstrating how eligible sponsors that employed personnel from the Welfare Transition Program will be given preference in the selection process.

N. Monitoring and First Right of Refusal: *Section 420.9075(3)(e)and (4)(f), F.S.*
In the case of rental housing, the staff or entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored for at least annually for 15 years or the term of assistance which ever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. **Administrative Budget:** *Chapter 67-37.005(6)(f)3, F.A.C..*
A detailed listing including line-item budget of proposed Administrative Expenditures is attached as **Exhibit A**. These are presented on an annual basis for each State fiscal year submitted.

P. **Essential Services Personnel**
Certain programs may be targeted to retain or attract Essential Service Personnel (ESP) to the County. Essential Service Personnel includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories deemed essential in Seminole County. ESP income eligibility will be the same as the moderate income definition.

Seminole County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. The cost of administering the plan may not exceed 5 percent of the local housing distribution moneys and program income deposited into the trust fund. A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs. Seminole County has adopted the above findings in the attached resolution, **Exhibit E.**

II. LHAP HOUSING STRATEGIES: *Chapter 67-37.005(5), F.A.C.*

A. Purchase Assistance:

a. **Summary of the Strategy:** This strategy may be used for down payment, closing costs assistance for new or existing homes whether it is for new construction or rehab, in addition this strategy may be used to assist in financing or buying down of costs associated with purchasing a home.

This is a first time home buyer strategy, consistent with federal and state housing program definitions of "first time." The definition includes persons or households who have not owned a home other than a mobile home during the three (3) year period immediately prior to applying for SHIP funds, except that the following persons shall not be excluded from consideration as a first time home buyer.

- Displaced homemaker, as defined by HUD;
- An individual or household living in a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure and there is no mortgage, taxes due or liens on the property.

If this strategy is used to purchase an existing home, rehabilitation work, as defined by F.S. 67-37.002(14), must be accomplished either within one year prior to the purchase, or within two years following the funding year.

b. **Fiscal Years Covered:** ~~2004/2005~~; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low, and Low, or Moderate Income as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program~~ This strategy will be for applicants whose income is classified as very low, low, or moderate. Purchase assistance for moderate income households will be limited and will only be provided to the extent that funds are available through program income or recaptured funds.

d. **Maximum award is noted on the Housing Delivery Goals Charts: Exhibit C.**

e. **Terms, Recapture and Default:** ~~Seminole County will provide an interest free forgivable loan for up to 10 years. Minimum affordability period is~~

~~5 Years Assistance $0-$14,999~~
~~10 Years Assistance $15,000 - $40,000~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer owner - occupied before the end of the term.~~

Seminole County will provide an interest-free deferred forgivable loan. The initial assistance of $40,000 for very low income, $20,000 for low income and $20,000 for moderate income will be forgiven upon completion of the tenth (10th) year anniversary. At the end of the twentieth (20th) year anniversary, $40,000 of the remaining balance will be forgiven for very low income and $20,000 for low income. At the end of the thirtieth (30th) year anniversary, $50,000 will be forgiven for both very low income and low income.

Maximum assistance amounts and terms are:

Income Level:	Maximum Assistance:	Term:
Very Low	$130,000	30 years
Low	$90,000	30 years
Moderate	$20,000	10 years

Repayment: During the term of the loan, full repayment of the remaining SHIP obligation will be due upon the occurrence of one or more of the following events:

- If the mortgagor no longer resides in the home as a permanent residence, or homestead exemption is lost; or
- If any part of the property or any interest in it is sold, refinanced (deemed to also include procurement of new, additional financing such as home equity loans), transferred, gifted or possession is otherwise conveyed to another person, whether by voluntary act, involuntarily, by operation of law or otherwise; or
- If the mortgagor is divested of title by judicial sale, levy or other proceedings; or
- If foreclosure is instituted against the property; or
- If the property is leased, subleased or rented.

In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants and who must maintain the home as his/her/their primary place of residence and homestead. Any such assumption is subject to approval by the County.

In the case of foreclosure, or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first mortgage foreclosure suit.

The SHIP purchase assistance program is intended to assist Seminole County households to obtain homeownership. It is understood that SHIP recipients may need to sell their homes for a variety of reasons including job transfers, marriage, and other occurrences that are a normal part of family life. For this reason, repayments of the SHIP loan are considered an approved part of this strategy, and are not considered to be a "default." "Default" would be a foreclosure, or any action that would otherwise void the agreement, if the County is not notified of such action within 90 days.

Affordability period:

10 Years	Assistance of: $20,000 per unit
30 Years	Assistance of: more than $20,000 and up to $130,000 per unit

f. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be within Seminole County
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence
- The applicant's first mortgage financing must be obtained at a competitive fixed rate prior to applying to the SHIP down payment assistance program.
- Applicants must complete all required SHIP first-time homebuyer classes prior to receiving assistance.

g. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in the administration this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

- This is first time home buyer strategy
- Applicant must be credit worth and have sufficient income required to obtain mortgage financing from participating lenders.
- Mortgage payments, including taxes and insurance may not exceed 30 percent of an amount representing the percentage of area's median annual gross income for the household.
- Down payment assistance may be used in conjunction with the purchase of a unit or house in a community land trust.
- Taxes and insurance shall be included in an escrow account established and administered by the first mortgage holder or its agent.

B. New Construction:

a. **Summary of Strategy:** ~~SHIP funds may be used to construct a new home, payment of impact fees, infill and land acquisition~~ SHIP funds may be used by the County or by a selected non-profit or for-profit developer to further the construction of new housing. Funds may be allocated for the construction of new units, payment of impact fees, to provide needed infrastructure (i.e., water and sewer), and/or land acquisition. In the event SHIP funds are used for land acquisition, program year timelines shall be adhered to with respect to both the land acquisition itself and eventual owner occupancy of the completed residential unit(s).

b. **Fiscal Years Covered:** ~~2004/2005~~; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low Income and low income households as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program~~. This program is intended for the same targeted groups as are participating in the Purchase Assistance Strategy, i.e., very low, low income and moderate income residents. Moderate Income residents are being included in order to provide an income mix in a funded housing development.

d. **Maximum award is noted on the Housing Delivery Goals Charts: Exhibit C**

e. **Terms, Recapture and Default:** ~~Seminole County will provide a low interest loan or a deferred loan or a combination loan for up to 30 years. Interest bearing loans will not exceed two percent (2%)~~
~~Minimum affordability period is:~~

~~5 Years~~	~~Assistance~~	~~$0-$14,999~~
~~10 Years~~	~~Assistance~~	~~$15,000 - $25,000~~
~~30 Years~~	~~Assistance~~	~~$25,001 - and above~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer owner - occupied before the end of the term.~~

Seminole County may provide development grant funding to selected developers and/or builders for the purpose of producing affordable homes for purchase by SHIP-qualified households.

Affordability Period:

30 Years: Assistance of up to $200,000 per constructed unit

Purchase Assistance repayment by the homeowner will have the same terms as those specified for the Purchase Assistance Program (See Paragraph A.5. above).

f. **Recipient Selection Criteria:** Sponsors and developers will be selected based upon a best-qualified approach, including but not limited to: time in operation, financial stability, experience in the development of housing, project site and plans, sales price and subsidy cost per unit.

Homebuyers will be selected based on the same criteria as in the Purchase Assistance strategy.

- ~~Funds will be made available on a first come, first complete, first served basis while funds are available~~
- ~~All units assisted will be with in Seminole County~~
- ~~Mobile Homes are not eligible for assistance~~
- ~~Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence~~

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in administration of this strategy assistance by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance~~

The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole County purchase and procurement guidelines. The Sponsor may be a private for profit or not for profit corporation. Selection will be based on the best-qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**
~~If it is determined by Seminole SHIP Program that the applicant meets income eligibility guidelines. Funds will be encumbered for eligible applicants~~

- ~~This is first time home buyer strategy~~
- ~~Applicants eligible to receive assistance must have applied to the purchase assistance program and be determined credit worthy but not be able to obtain a first mortgage for new construction~~
- ~~Applicant must be credit worth and have sufficient income required to pay the mortgage payments and any additional existing debit service~~
- ~~Mortgage payments, including taxes and insurance may not exceed 30 percent of an amount representing the percentage of area's median annual gross income for the household~~
- ~~The County or its designee will assist the homeowner with County approved new home plans, contractor quote process and inspections to insure that all work is performed by a licensed and insured contractor~~
- SHIP funds for new housing construction may be used to develop housing providing the requisite ownership interest through a life estate to elderly Seminole County residents whose previous homes were dilapidated beyond repair. Additional program design elements will be established prior to this undertaking. (See Strategy E. New Construction for Seniors).
- SHIP funds for new housing construction may be used for housing built through a community land trust.

C. Acquisition and Rehabilitation of Homes:

a. **Summary of the Strategy:** ~~SHIP funds may be used to acquire and rehabilitate existing homes~~ SHIP funds may be used by the County or by a selected developer to acquire and rehabilitate existing homes for the purpose of improving the housing stock and making homeownership opportunities available to lower income persons

b. **Fiscal Years Covered:** ~~2004/2005~~; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low Income and low income households as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program.~~ This strategy will be for applicants whose income is classified as very low or low.

d. **Maximum award is noted on the Housing Delivery Goals Charts**: **Exhibit C**

e. **Terms, Recapture and Default:** ~~Seminole County will provide a low interest loan or a deferred loan or a combination loan for up to 30 years. Interest bearing loans will not exceed two percent (2%)~~
~~Minimum affordability period is~~

~~5 Years~~	~~Assistance~~	~~$0-$14,999~~
~~10 Years~~	~~Assistance~~	~~$15,000 - $25,000~~
~~30 Years~~	~~Assistance~~	~~$25,001 - and up~~

~~Repayment, default and recapture will be triggered point of sale, transfer,~~

Seminole County will provide development grant funding to qualified developers and contractors to enable the acquisition, rehabilitation, and resale of housing units to SHIP-eligible homebuyers.

Homebuyers of the rehabilitated units will receive SHIP purchase assistance, and therefore all of the provisions including repayment by the homeowner will have the same terms as those specified for the Purchase Assistance Program (See Paragraph A.e. above).

f. **Recipient Selection Criteria:** Developers will be selected based upon a best-qualified approach, including but not limited to: time in operation, financial stability, experience in the development of housing, project site and plans, sales price and subsidy cost per unit.

Homebuyers will be selected based upon the same criteria as shown for the Purchase Assistance Strategy.

- ~~Funds will be made available on a first come, first complete, first served basis while funds are available~~
- ~~All units assisted will be with in Seminole County~~
- ~~Mobile Homes are not eligible for assistance~~
- ~~Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, legibility and qualifications~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence~~

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in administration of this strategy assistance by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance~~

The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation or a not for profit corporation. Selection will be based on the best-qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

~~If it is determined by Seminole SHIP Program that the applicant meets income eligibility guidelines. Funds will be encumbered for eligible applicants~~

- ~~This is first time home buyer strategy~~
- ~~Applicants eligible to receive assistance must have applied to the purchase assistance program and be determined credit worthy but not be able to obtain a first mortgage for an existing home~~
- ~~Applicant must be credit worthy and have sufficient income required to pay the mortgage payments and any additional existing debit service~~
- ~~Mortgage payments, including taxes and insurance may not exceed 30 percent of an amount representing the percentage of area's median annual gross income for the household~~

- ~~The County or its designee will assist the homeowner with County contractor quote process and inspections to insure that all work is performed by a licensed and insured contractor~~
- This strategy is for first-time homebuyers. The definition of a first-time homebuyer is the same as for the Purchase Assistance Strategy.
- Applicants purchasing the individual units must be credit worthy and have sufficient income required to pay the mortgage and any additional existing debt service. Mortgage payments must meet the definition of affordable.
- SHIP funds under this strategy may be used for housing in a community land trust.

D. Rehabilitation:

a. **Summary of the Strategy:** This strategy offers qualified home owners assistance with needed repairs and/or alterations to improve their health, safety, and well being or contribute to structural integrity and preservation of their owner occupied home. Assistance to make a home barrier free for special needs households is also eligible. This strategy also includes reconstruction and demolition if a home is beyond financial feasibility to repair.

b. **Fiscal Years Covered:** ~~2004/2005~~; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low Income and low income households as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program.~~
This strategy will be for applicants whose income is classified as very low or low.

d. **Maximum award: $60,000 and is noted on the Housing Delivery Goals Charts (Exhibit "C").**

e. **Terms, Recapture and Default:** ~~Seminole County will provide an interest free forgivable loan for up to 10 years for rehabilitation and a low interest or deferred payment forgivable or combination loan for up to 30 years for reconstruction and demolition of home. Interest rate not to exceed two percent (2%). Minimum affordability period is:~~

~~5 Years~~	~~Assistance~~	~~$1,000-$14,999~~
~~10 Years~~	~~Assistance~~	~~$15,000 – $40,000~~
~~30 years~~	~~Assistance~~	~~$40001 – and above~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer owner – occupied before the end of the term.~~

Seminole County will provide an interest-free, deferred, forgivable loan for up to 30 years. In the event of demolition and reconstruction, affordability periods will be established based on the amount of the SHIP loan

The initial assistance of $20,000 for both very low income and low income will be forgiven upon completion of the tenth (10th) year anniversary. At the end of the twentieth (20th) year anniversary, $20,000 of the remaining balance will be forgiven. At the end of the thirtieth (30th) year anniversary, the remaining $20,000 will be forgiven.

Affordability period:

10 Years	Assistance of up to $20,000 per unit
20 Years	Assistance of $20,000.01-$40,000 per unit
30 Years	Assistance of $40,000.01-$60,000 per unit

In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants and who must maintain the home as his/her/their primary place of residence and homestead. Any such assumption is subject to approval by the County.

In the case of foreclosure, or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first mortgage foreclosure suit.

f. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be with in Seminole County.

- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, legibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence.

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in administration of this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.~~

The County may choose a sponsor to assist in administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation or a not for profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

~~If it is determined by Seminole SHIP Program that the applicant meets income eligibility guidelines. A home inspection and work write up will be completed by the County or its designee. Applicants whose homes are beyond repair may apply for Demotion and Replacement~~

- ~~Funds will be encumbered for eligible applicants whose homes are deemed repairable according to program guidelines.~~
- ~~The County or its designee will assist the homeowner with work write up and inspections to ensue that all work is performed by a licensed and insured contractor.~~
- ~~All mortgages, taxes, and special assessments must be current and paid~~
- ~~All homes eligible for rehabilitation must be owner occupied and with fee simple title.~~
- ~~If it is determined by Seminole SHIP Program that the applicant meets eligibility guidelines for reconstruction, a title search, variances and set back requirements update, necessary sanitary requirements for water and sewer or septic and lot size will be determined to see if the lot meets current building guidelines.~~

- ~~Applicants eligible to receive assistance must have applied to the rehabilitation program and their home was declared beyond repair.~~
- ~~Applicants own their home and the home must be free and clear and have no mortgages or encumbrances on the title. In the event SHIP funds were used for earlier home repairs and the house has deteriorated beyond financial feasibility to repair, the previous, deferred SHIP loan may be forgiven by Seminole County.~~
- ~~Funds will be encumbered for eligible applicants whose lots are deemed buildable according to program guidelines.~~
- ~~The County or its designee will assist the homeowner with County approved new home plans, contractor quote process and inspections to ensue that all work is performed by a licensed and insured contractor.~~
  If it is determined by the Seminole SHIP Program that the applicant meets income eligibility guidelines, a home inspection and work write up will be completed by the County or its designee.
- Funds will be encumbered for eligible applicants whose homes are deemed repairable according to program guidelines.
- The County or its designee will assist the homeowner with work write up and inspections to ensure that all work is performed by a licensed and insured contractor.
- All mortgages, taxes, and special assessments must be current and paid.
- All homes eligible for rehabilitation must be owner occupied and with fee simple title.
- Housing rehabilitation activities funded under this strategy shall meet the County's Housing Rehabilitation Standards.

i. **Reconstruction provisions:**

- The decision to demolish and replace a home will be made by the Community Assistance Manager or designee after a review of the home inspection report and a site visit to determine the extent of structural integrity of the home and need of repairs.
- If it is determined that the household and the condition of the unit meets eligibility guidelines for reconstruction, additional research will be undertaken to qualify the project. These will include, but may not be limited to: a title search, variances and set back requirements update, necessary sanitary requirements for water and sewer or septic and lot size for current construction guidelines.
- In order to receive assistance under this strategy, applicants must have applied to the rehabilitation program and had their home declared beyond repair.

- An applicant homeowner must hold fee simple title with no mortgages or encumbrances on the title. In the event SHIP funds were used for earlier home repairs and the house has deteriorated beyond financial feasibility to repair, the previous, deferred SHIP loan may be forgiven by Seminole County
- The County or its designee will assist the homeowner with County approved new home plans, contractor quote process and inspections to ensure that all work is performed by a licensed and insured contractor. Information and guidance will be provided in order to minimize property taxes and impact fees.

E. Disaster Relief:

a. **Summary of Strategy:** ~~SHIP Funds may be use for disaster assistance emergency housing repairs in the aftermath of a natural disaster in the event of a declared Presidential or Governor or Local Disaster.~~
SHIP Funds may be used for disaster assistance emergency housing repairs in the aftermath of a natural disaster in the event of a disaster having been duly declared by Federal and/or State of Florida officials or by the Board of County Commissioners of Seminole County pursuant to Chapter 252, Florida Statutes. This program is for owner-occupied homes.

b. **Fiscal Years Covered:** ~~2004/2005~~; 2005/2006; 2006/2007

c. **Income Categories to be served:** Very low and Low Income as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program.

d. **Maximum award ($15,000) is noted on the Housing Delivery Goals Charts (Exhibit C).**

e. **Terms, Recapture and Default:** ~~Seminole County will provide an interest free forgivable loan for 5 years. Minimum affordability period is:~~

~~5 Years Assistance $1,000-$14,999~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer owner – occupied before the end of the term.~~
Seminole County may provide a grant up to $15,000 contingent upon declaration of a disaster. If the cost of needed repairs exceeds $15,000, additional funds may be provided through the rehabilitation strategy.

f. **Recipient Selection Criteria:**

- ~~Funds will be made available on a first come, first complete, first served basis while funds are available.~~
- ~~All units assisted will be with in Seminole County.~~
- ~~Mobile Homes are not eligible for assistance.~~
- ~~Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, legibility and qualifications.~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence.~~
- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be located in Seminole County.
- Mobile Homes are not eligible for assistance unless specifically allowed by the State.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all applicable SHIP Program guidelines, Seminole County SHIP requirements, and certify that the unit assisted will be their principal residence.
- Taxes and mortgage must be up to date. Title must be in the applicant's name.

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in the administration this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.~~

The County may choose a sponsor to assist in the administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsor may be a private for profit or not for profit corporation, or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

- ~~Applications for disaster repair will be given priority above others on the waiting lists for other strategies~~

- ~~Funds will not be allocated to this strategy except in the case of a federal, state, or local declared disaster.~~
- Funds will not be allocated to this strategy except in the case of a federal, state, or locally declared disaster.
- Applications for disaster repair will be given priority above others on the waiting lists for other strategies.

F. Rental Construction and Rehabilitation:

a. **Summary of Strategy:** ~~SHIP Funds may be use for assistance for new construction or rehabilitation of existing rental properties and may be used to assist in financing.~~ SHIP Funds may be used for new construction or for rehabilitation of existing rental properties. Funds may be provided to a for-profit or a non-profit developer for the purpose of creating a long-term resource of rental housing opportunities for lower income residents.

b. **Fiscal Years Covered:** ~~2004/2005~~; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low and Low Income as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program.~~

This strategy will be for residents whose income is classified as very low or low.

d. **Maximum award: $14,000/unit for very low income units and $10,000/unit for low income units and is further noted on the Housing Delivery Goals Charts (Exhibit C).**

e. **Terms, Recapture and Default:** ~~Seminole County will provide a low interest or deferred pay forgivable loan for up to 15 years. Interest bearing loans will not exceed two percent (2%).~~

~~Minimum affordability period is:~~
~~15 Years Assistance of $3,001 and higher~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer used for purpose intended before the end of the term.~~

Seminole County will provide development grant funding to qualified developers and contractors for provision of affordable rental housing units. Units may be "floating" as defined by HUD to meet affordability requirements.

Affordability period:

15 years: Assistance of $3,001 and higher per unit
20 years: Any new construction activity, irrespective of cost per unit

Units must be occupied by eligible tenants at rents determined to be affordable for the term of the affordability period or as specified in the funding documents whichever period is longer. Recipient entities must annually recertify tenants' income, and provide annual reports to the County on formats approved by County housing staff. Developments must be maintained up to market standards, and will be subject to physical inspection by the County.

Repayment, default and recapture will be triggered at point of sale, transfer, certain types of refinancing, or discovery that the units are no longer properly secured, maintained, or occupied in accordance with the funding documents. Refinancing for the purpose of obtaining new money or which is determined by the County to be an artifice or device to convert SHIP funded equity into cash is not allowed.

f. **Recipient Selection Criteria:**

- ~~Funds will be made available on a first come, first complete, first ready to proceed served basis while funds are available.~~
- ~~All units assisted will be within Seminole County.~~
- ~~Mobile Homes are not eligible for assistance.~~
- ~~Applicants are required to submit a completed Seminole County SHIP "Request for Proposal" and provide all written documentation requested of income, eligibility and qualifications, site control, plans,~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be occupied by an eligible resident~~
- ~~Affordability period begins with either the certificate of occupancy or final inspection approval by the local building official~~
- Funds will be made available on a first come, first complete, first ready to proceed served basis while funds are available.
- All units assisted will be within Seminole County.
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.

- Applicants are required to submit a completed Seminole County SHIP "Request for Proposal" and provide all written documentation requested including project pro forma, income levels to be served, location and site control, site plans, development timetable, project manager qualifications, source of matching funds, and uses statement, and experience.
- Entities that qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the units assisted will be occupied by eligible residents.
- Affordability period begins with either the certificate of occupancy or final inspection approval by the local building official.

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in the administration this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.~~ The County may choose a sponsor to assist in the administration of this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

G. Foreclosure Prevention Strategy:

a. ~~Summary of the Strategy: This strategy may be used to provide homeowners who have previously received Seminole County SHIP assistance the opportunity to avoid foreclosure and retain their homes. This is a one-time assistance per household strategy.~~

This strategy may be used by income eligible homeowners with the assistance necessary to provide homeowners an opportunity to avoid foreclosure and retain their homes. This is a one-time assistance per household Strategy and may be used for arrearages in property taxes and/or home insurance.

b. **Fiscal Years Covered:** ~~2004/2005~~; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low and Low Income as defined by the U. S. Department of Housing (HUD) and adopted by the Sate of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program.~~

This strategy will be for applicants whose income is classified as very low or low.

d. **Maximum award: $5,000 is noted on the Housing Delivery Goals Charts** ~~(see attached)~~ **(Exhibit C).**

e. **Terms, Recapture and Default:** ~~Seminole County will provide an interest free forgivable loan for 5 years. Minimum affordability period is 5 years. Repayment, default and recapture will be triggered at point of sale, transfer, refinance or no longer owner – occupied before the end of the term.~~

Seminole County will provide an interest free deferred forgivable loan for 5 years. Repayment, default and recapture will be triggered at point of sale, transfer, refinance (including procurement of new, additional financing), or discovery that the home is no longer owner – occupied before the end of the term. If the unit is foreclosed, repayment will be limited to the amount available from net proceeds.

In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants and who must maintain the home as his/her/their primary place of residence and homestead. Any such assumption is subject to approval by the County.

In the case of foreclosure, or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first mortgage foreclosure suit.

f. **Recipient Selection Criteria**:

- ~~Funds will be made available on a first come, first complete, first served basis while funds are available;~~
- ~~All units assisted will be within Seminole County;~~
- ~~Mobile Homes are not eligible for assistance;~~

- ~~Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications; and~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted is their principal residence.~~
- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be located in Seminole County.
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted is their principal residence.

g. **Sponsor Selection Criteria**: ~~The County may choose a sponsor to assist in the administration of this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsors may be a private corporation, a not for profit corporation or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.~~

The County may choose a sponsor to assist in the administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsors may be a private corporation, a not for profit corporation or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information**:

- ~~All assisted units must have previously received SHIP homeownership assistance, purchase assistance, or rehabilitation assistance;~~
- ~~Applicants must be at least 2 months in mortgage payment arrears and have received notification in writing from their lender that foreclosure proceedings will begin;~~
- ~~Applicants who apply for assistance and who need more than the foreclosure assistance that is offered in this strategy must have the additional funds to pay all the remaining unpaid deficiency;~~

- ~~Applicants must be credit worthy and have sufficient income required to maintain their SHIP Mortgage after foreclosure assistance is received;~~
- ~~Applicants may receive the foreclosure strategy one time only; and~~
- ~~Applicant must demonstrate through documentary evidence that non payment of their mortgage is due to:~~

  ~~1. Sudden Loss of Income;~~
  ~~2. Sudden Medical Expenses;~~
  ~~3. Divorce or Separation;~~
  ~~4. Death in Family; and~~
  ~~5. Unforeseen home repair bills.~~

- Applicants must be at least 2 months in arrears in mortgage payments and have received notification in writing from their lender that foreclosure proceedings will begin.
- Applicants who need one time assistance in paying taxes and/or property insurance should submit current invoices to the County for proof of need of assistance.
- Applicants who apply for assistance and who need more than the foreclosure assistance that is offered in this strategy must have the additional funds to pay all the remaining unpaid deficiency.
- Applicants must be credit worthy and have sufficient income required to maintain their mortgage after foreclosure assistance is received.
- Participants will be required to receive homeownership counseling by staff to help prevent homeowners from re-experiencing future foreclosure problems.
- Applicant must demonstrate through documentary evidence that non payment of their mortgage is due to:

  1. Sudden Loss of Income;
  2. Sudden Medical Expenses;
  3. Divorce or Separation;
  4. Death in Family; or
  5. Unforeseen home repair bills.

III. LHAP INCENTIVE STRATEGIES *Section 420.9071(16), F.S.*

A. **Name of the Strategy**: Expedited Permitting

Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects.

a. Established policy and procedures: All housing permits that meet the affordable guidelines are noted. When permitting exceeds two weeks the permit will then be expedited. Average turn around time is one week.

B. **Name of the Strategy:** Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

a. Established policy and procedures: Seminole Counties Development review board notifies the SHIP Program Administrator of any impending changes that might impact the cost of affordable housing and receives comments regarding alternative solutions to limit cost increases

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan. Exhibit A (No revision).

B. Timeline for Encumbrance and Expenditure: *Chapter 67-37.005(6)(d) and (f) F.A.C.*
A separate timeline for each fiscal year covered in this plan is attached as **Exhibit B. (No revision)**
Program funds will be encumbered by June 30 one year following the end of the applicable state fiscal year. Program funds will be fully expended within 24 months of the end of the applicable State fiscal year.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the Plan: Chapter 67-37.005), F.A.C.
Completed HDGC for each fiscal year is attached as **Exhibit C.**
(Revised charts 2005/2006 and 2006/2007 enclosed)

D. Certification Page: *Chapter 67-37.005(7), F.A.C.*
Signed Certification is attached as **Exhibit D.**
(No revision)

E. Adopting Resolution: *Section 420.9072(2)(b)2, F.S.*
Original signed, dated, witnessed or attested adopting resolution is attached as **Exhibit E.**
(No revision)

F. Program Information Sheet:
Completed program information sheet is attached as **Exhibit F.**
(No revision)

G. Ordinance: *Section 420.9072(3)(a), F.S.*
If changed from the original ordinance, a copy is attached as **Exhibit G.**
(No revision)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Maple Leaf PCD Final Site Plan and Developer's Commitment Agreement

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:
APPROVE the Final Site Plan for the Maple Leaf Commerce Center Planned Commercial Development (PCD), and authorize the Chairman to execute the Maple Leaf Commerce Center PCD Developer's Commitment Agreement, consisting of 0.84 + acres, located on the south side of Mikler Road approximately 800 feet west of the intersection of W. SR 426 and Mikler Road, based on staff findings (Jack Reynolds, American Civil Engineering, applicant); or

DENY the Final Site Plan for the Maple Leaf Commerce Center Planned Commercial Development (PCD), and deny the Maple Leaf Commerce Center PCD Developer's Commitment Agreement, consisting of 0.84 + acres, located on the south side of Mikler Road approximately 800 feet west of the intersection of W. SR 426 and Mikler Road (Jack Reynolds, American Civil Engineering, applicant); or

CONTINUE the request until a time and date certain.

District 1 Bob Dallari Austin Watkins

BACKGROUND:

The applicant is requesting Final Site Plan approval for the Maple Leaf Commerce Center PCD and approval of the Developer's Commitment Agreement for 8,325 square feet of warehouse and 1,800 square feet of office. On December 12, 2006 the Board rezoned the subject property from R-1 (Single-family dwelling) to PCD.

The applicant is proposing two buildings. The west building has 6,000 square feet of office and warehouse with four bays and the east building has 4,125 square feet of office and warehouse with three bays. Refer to the attached Development Order and Developer's Commitment Agreement for specific allowable uses within the PCD.

Staff finds that the proposed Final Site Plan and Developer's Commitment Agreement are consistent with the Preliminary Site Plan and complies with all of the conditions contained in the approved Development Order.

STAFF RECOMMENDATION:

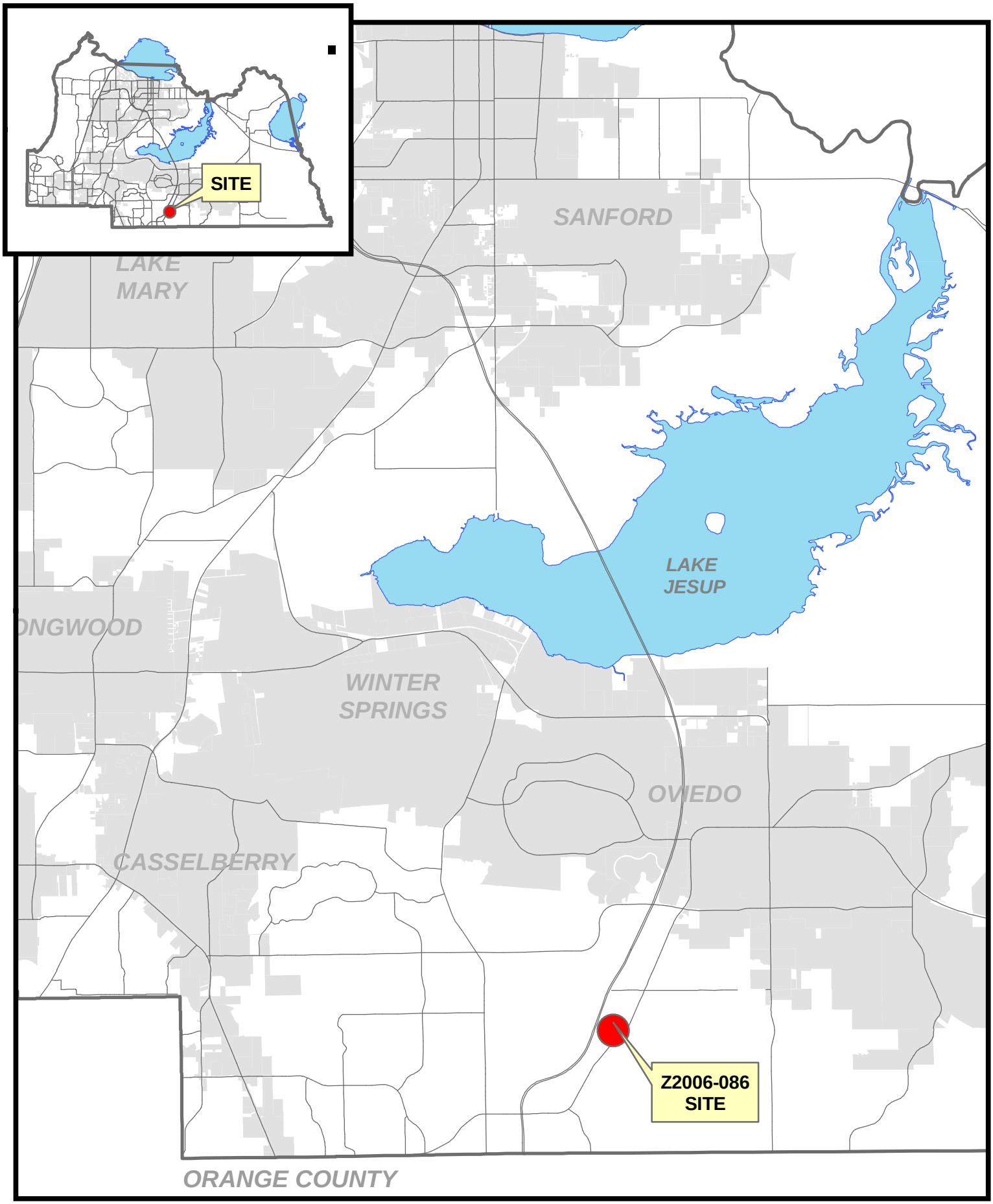
Staff recommends the Board approve the Final Site Plan for the Maple Leaf Commerce Center Planned Commercial Development (PCD), and authorize the Chairman to execute the Maple Leaf Commerce Center PCD Developer's Commitment Agreement, consisting of 0.84 + acres, located on the south side of Mikler Road approximately 800 feet west of the intersection of W. SR 426 and Mikler Road, based on staff findings .

ATTACHMENTS:

1. Location Map
2. Zoning and Land Use Map
3. Aerial Map
4. Developer Committment Agreement
5. Development Order
6. Minutes

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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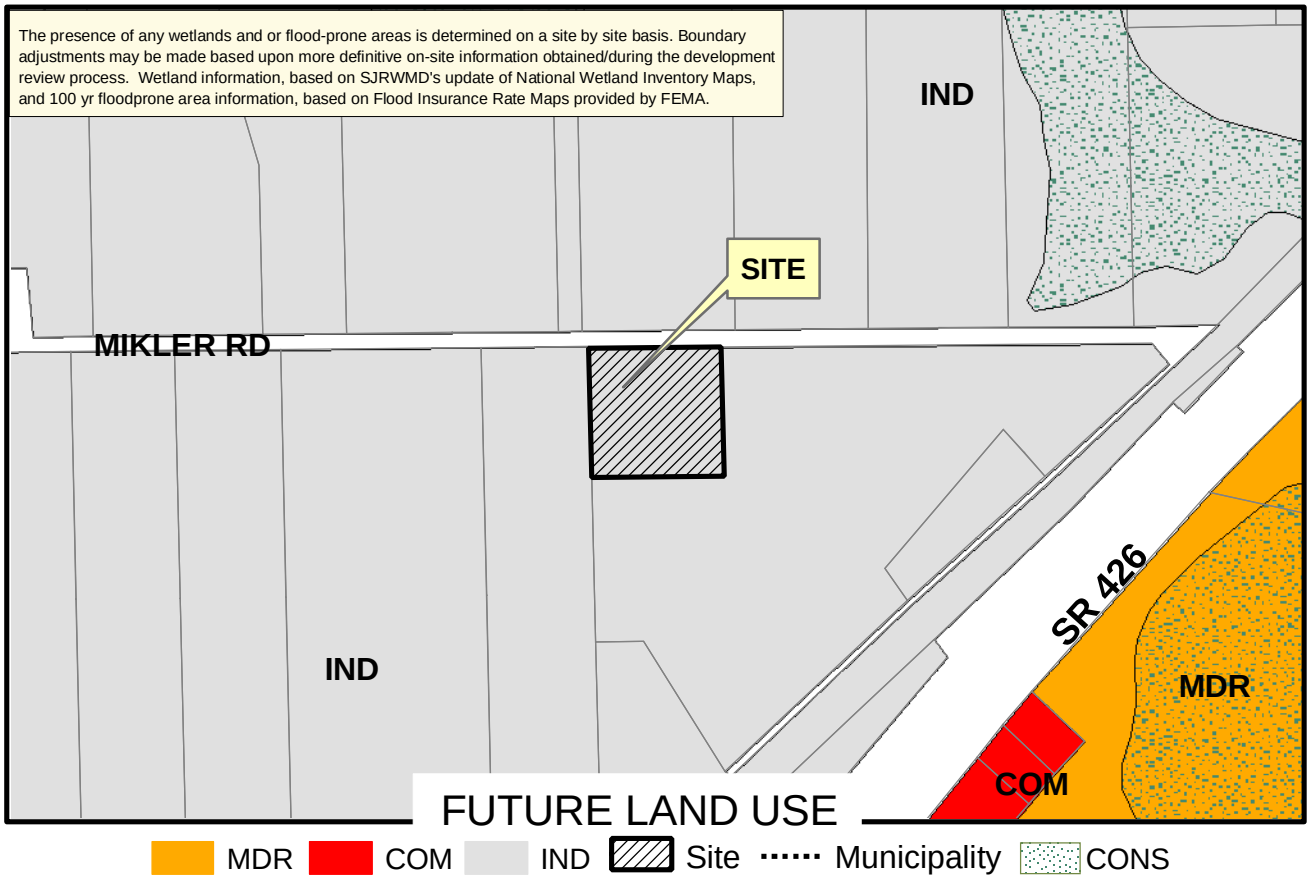
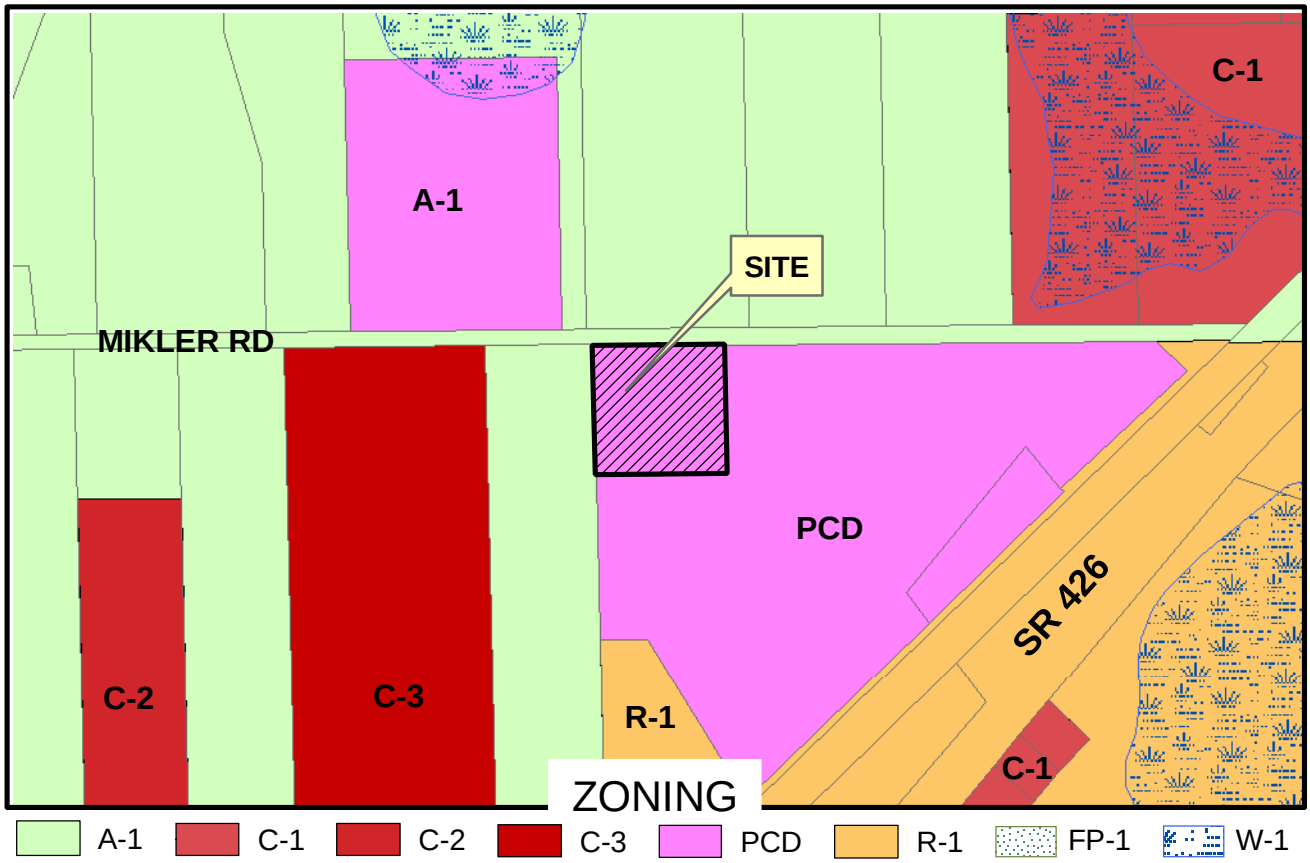


Applicant: Tom Indrunas
Physical STR: 29-21-31-501-0000-001A
Gross Acres: .88 +/- BCC District: 1
Existing Use: Vacant
Special Notes: FINAL MASTER PLAN

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2006-086	PCD	PCD



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Note: The Future Land Use map reflects the realigned parcel base, whereas the Zoning Map still utilizes the non shifted parcels. On occasion, this will result in discrepancies between the two maps.

Rezone No: Z2006-086
From: PCD To: PCD
Parcel
Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2006/site_aerials/Z2006-086adaer 5/29/07
previously Z2006-059

MAPLE LEAF COMMERCE CENTER
(AKA MIKLER ROAD COMMERCE CENTER)
PCD FINAL SITE PLAN
DEVELOPER'S COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On June 26, 2007, the Board of County Commissioners of Seminole County, Florida and Indrunas Enterprises, LLC executed this Developer's Commitment Agreement relating to and touching and concerning the following described property:

1. **Legal Description**

See attached Exhibit "A".
(The aforementioned legal description has been provided to Seminole County by the Owner of the Property.)

The PCD Final Site Plan, a reduced copy of which is attached hereto as Exhibit "B" has been approved by the Board of County Commissioners of Seminole County concurrently with the approval of this Developer's Commitment Agreement.

2. **PROPERTY OWNERS**

The Property owner is: Indrunas Enterprises, LLC

3. **STATEMENT OF BASIC FACTS**

Total Acreage:	0.84 ± acres
Zoning:	P.C.D.

4. **LAND USE BREAKDOWN**

LAND USE	AREA (ACRES)	PERCENT
OPEN SPACE / LANDSCAPE BUFFER RETENTION SPACE	0.34 AC	40.15%
BUILDINGS (2)	0.23 AC	27.84%
PAVEMENT	0.27 AC	32.01%
TOTAL AREA	0.84 AC	100.00%

5. **OPEN SPACE CALCULATIONS**

Open Space shall be provided as required per the Seminole County Land Development Code, at a minimum of 25% in the form of buffer areas and common recreational areas throughout the entire site. Open space (as listed below) is achieved through active recreation, passive recreation, and other green space.

Total Land Area:	acres = 0.84 AC
Open Space Required:	acres = 25% = 0.21 AC
Open Space Provided:	acres = 40.15% = 0.34 AC

6. **BUILDING SETBACKS**

Minimum Building Setbacks (from the exterior boundaries of the development):

West	10’
South	10’
East	10’
North (adjacent to Mikler Road)	25’

7. **PERMITTED USES**

Artist studios
Barber and beauty shops
Dance and music studios
Florist and gift shops
Hobby and craft shops
Interior decorating and draperies
Jewelry stores, Locksmiths
Luggage shops
Office, business, and professional
Photographic studios
Physical fitness studio
Retail paints and wallpaper stores
Retail sporting goods
Shoe repair shops
Tailoring shops
Watch and clock repair
Wearing apparel stores
Appliance stores
Bakeries, where all goods are sold on premises at retail
Quick print shops
Radio and television broadcasting studios, excluding towers
Radio and television sales and service
Building and plumbing supplies
Furniture warehouse with retail sales
Printing and book binding shops
Lithography and publishing plants
Paint and body shops

Plumbing shops
Trade shops, such as, upholstery, metal, cabinet
Warehouses, providing no storage is done outside an enclosed structure
Office showroom
Automobile wholesaling and brokering with no onsite car display.
Manufacturing of the following: Garments, Photographic equipment and supplies, Bakery products, Electrical machinery and equipment, Furniture, Candy and confectionery products, Cosmetics and toiletries, except soap, Candles, Jewelry, Optical equipment, Precision instruments and machinery, Stationery, Toys, Electronic equipment and assembling.
Assembling of metal, plastic, or cardboard containers
Data proceeding services
Printing,Bookbinding, lithographic platemaking, engraving, publishing plants
Cabinetry and woodworking shops

8. **LANDSCAPE & BUFFER CRITERIA**

West:	5’
East:	5’
South:	5’
North:	10’

9. Total floor area shall be 10,125 square feet and shall be limited as follows:

Building	*Office*	*Warehouse*
#1	1,200 s.f.	4,800 s.f.
#2	600 s.f.	3,525 s.f.
Totals	1,800 s.f.	8,325 s.f.

Changes in uses or changes in the allocation of square footage among uses that affect the minimum parking requirements may require additional parking or require an amendment to this PCD.

10. **DEVELOPMENT COMMITMENTS**

The following conditions shall apply to the development of the Property:

a. Total floor area shall be limited to 10,125 square feet.
b. Office and retail uses are limited to 1,800 square feet and warehouse uses are limited to 8,325 square feet.
c. Changes in uses or changes in the allocation of square footage among uses that affect the minimum parking requirements may require additional parking or require an amendment to this PCD.

11. **PUBLIC FACILITIES**

The Owners have received the Notice of Concurrency Review Test Results, Application Number 06-20500007, dated December 12, 2006, evidencing that all Concurrency Review Requirements as provided by Chapter 10, Seminole County Land Development Code, have been satisfied. Among the conditions relating to concurrency public facilities are the following:

WATER:
Water service shall be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

SANITARY SEWER:
Central sanitary sewer shall be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Department of Environmental Protection Standards.

STORM DRAINAGE:
Storm water drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and the St. Johns River Water Management District ERP regulations.

FIRE PROTECTION:
Fire protection shall be provided by Seminole County. Fire hydrant shall be located according to Seminole County regulations.

12. **STANDARD COMMITMENTS**

a. Unless specifically addressed otherwise herein, all development shall fully comply with all of the codes and ordinances, including the impact fee ordinance, in effect in Seminole County at the time of permit issuance.

b. The conditions upon which the Developer's Commitment Agreement and related commitments are made are accepted by and agreed to by the Owner of the Property.

c. This Agreement touches and concerns the Property, and the conditions, commitments and provisions of the Agreement shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner of

the property has expressly covenanted and agreed to this provision and all other terms and provisions of the Agreement.

d. The terms and provisions of this Agreement are not severable, and in the event any portion of this Agreement shall be found to be invalid or illegal, then the entire Agreement shall be null and void.

13. **INTERPRETATION: RELATIONSHIP TO FINAL SITE PLAN AND DEVELOPMENT ORDER**

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Site Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Site Plan, the terms and conditions of the Developer's Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developer's Commitment Agreement and Development Order Number 06-20500007, the terms of the Development Order shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

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.

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owner, Indrunas Enterprises, LLC., on behalf of themselves and their heirs, successors, assigns and transferees of any nature whatsoever and consent to, agree with and covenant to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Agreement.

WITNESSES:

_____ By:_____
Tom Indrunas, Indrunas Enterprises' Manager

Print Name: _____

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Tom Indrunas, who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2007.

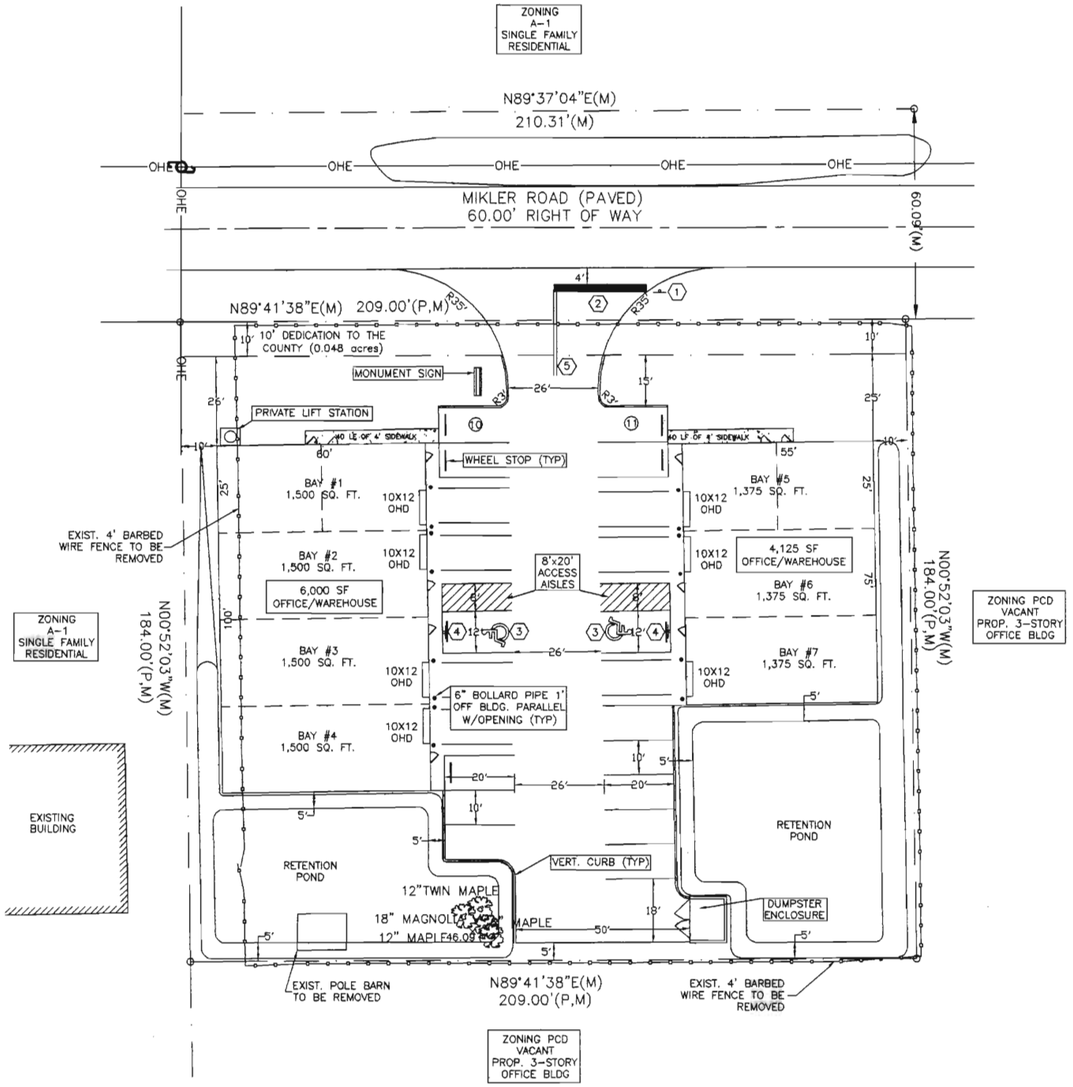
_____
Notary Public, in and for the County and State Aforementioned
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

SECTION 29, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

LOT 1 (west of SAL Railroad) of Jamestown, according to the plat thereof, as recorded in Plat Book 9, Pages 71 & 72, of the Public Records of Seminole County, Florida

EXHIBIT "B"
<u>FINAL SITE PLAN</u>



GENERAL NOTES

1. CURRENT ZONING PCD, FLU IND.
2. ALL EXTERIOR EQUIPMENT, WHETHER GROUND OR ROOF MOUNTED, WILL BE SCREENED FROM OFF SITE VIEWS.
3. 30" STOP SIGN SHALL BE OF HIGH INTENSITY REFLECTORIZED AS SPECIFIED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND LOCATED AS SHOWN ON SITE PLAN.
4. STOP BAR SHALL BE 24" WIDE, WHITE THERMOPLASTIC AND LOCATED AS SHOWN ON SITE PLAN.
5. ALL ADDRESS NUMBERS SHALL BE VISIBLE AND READABLE FROM STREET.
6. INSTALL "NO TRESPASSING, CONSTRUCTION SITE" SIGN AS SPECIFIED IN FLORIDA STATUTE 810.09, PARAGRAPH D.
7. POST THE EMERGENCY NIGHT PHONE NUMBER ON THE BOTTOM OF THE BUILDING PERMIT.
8. NO CONSTRUCTION CAN OCCUR UNTIL THE APPLICANT HAS HAD A PRE-CONSTRUCTION CONFERENCE WITH SEMINOLE CO.
9. ALL WORK IN THE RIGHT OF WAY WILL BE REPAIRED OR REPLACED IF DAMAGED DURING CONSTRUCTION.
10. LOW INTENSITY, INDIRECT LIGHTING SHALL BE UTILIZED TO PREVENT GLARE.
11. MULTI-TENANT BUILDING.
12. CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
13. POTABLE WATER IS SUPPLIED BY SEMINOLE COUNTY PUBLIC UTILITIES.
14. SIGNAGE WILL REQUIRE A SEPARATE PERMIT FROM THE BUILDING DEPT.
15. CONSTRUCTION ACTIVITIES SHALL NOT ENCROACH ONTO THE SR 426 RIGHT OF WAY.
16. OFFICE AND RETAIL USES ARE LIMITED TO 1,800 S.F. AND WAREHOUSE USES ARE LIMITED TO 8,325 S.F. CHANGES IN USES OR CHANGES IN ALLOCATION OF SQUARE FOOTAGE AMONG USES THAT AFFECT THE MINIMUM PARKING REQUIREMENTS MAY REQUIRE ADDITIONAL PARKING OR REQUIRE AN AMENDMENT TO THE PCD.
17. MAXIMUM BUILDING HEIGHT IS 35'.
18. A SEPARATE BUILDING PERMIT WILL BE REQUIRED FOR THE DUMPSTER ENCLOSURE.

ADDRESSING GENERAL NOTES

1) ADDRESS NUMBERS MUST BE AT LEAST 5" TALL AND CLEARLY VISIBLE FROM THE RIGHT OF WAY AND SHALL BE MADE OF DURABLE MATERIAL AND CONTRAST W/ SURROUNDING BACKGROUND.
2) UNIT NUMBERS MUST BE POSTED OVER ALL MEANS OF INGRESS/EGRESS.
3) IF MAIN ENTRANCE TO THE BUILDING IS NOT READILY VISIBLE FROM THE STREET, NUMBERS SHALL BE POSTED AT THE STREET ENTRANCE OR DRIVEWAY TO THE BUILDING.

SITE STATISTICAL DATA

DESCRIPTION	SQ. FT.	ACRES	% OF SITE
TOTAL SITE	36,366	0.84	100.00%
PROP. BLDG.	10,125	0.23	27.84%
PROP. PAVEMENT	11,641	0.27	32.01%
TOTAL IMPERVIOUS	21,766	0.50	59.85%
OPEN SPACE	14,600	0.34	40.15%

FAR = 0.28 ISR = 0.60

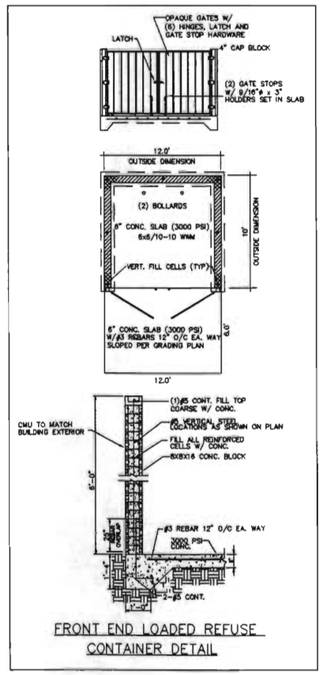
PARKING CALCULATIONS

1 PARKING SPACE PER 200 SQ. FT.. OF OFFICE/RETAIL
1 PARKING SPACE PER 1000 SQ. FT.. OF WAREHOUSE
1 PARKING SPACE PER (2) EMPLOYEES ON LARGEST SHIFT
1,800 SQ. FT.. OFFICE/RETAIL (MAX) /200 = 9
(4) EMPLOYEES (WAREHOUSE/MANUFACTURING) = 2
8,325 S.F. OF WAREHOUSE/1000 = 8.3
TOTAL SPACES REQUIRED = 19.3 SPACES
TOTAL SPACES PROVIDED = 21 SPACES

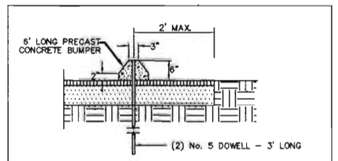
BUFFERYARDS		BUILDING SETBACKS	
FRONT	10'	FRONT	25'
SIDE	5'	SIDE	10'
REAR	5'	REAR	10'

SIGN LEGEND

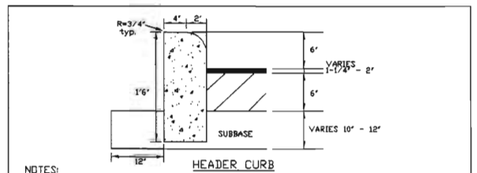
1. STOP SIGN (30" HIGH INTENSITY)
2. STOP BAR (24" WIDE WHITE THERMOPLASTIC)
3. HANDICAP SYMBOL (WHITE THERMOPLASTIC)
4. HANDICAP SIGN
5. DBL. YELLOW LINE (EACH STRIPE 6" WIDE, 25' LONG)



FRONT END LOADED REFUSE CONTAINER DETAIL



PRECAST BUMPER DETAIL
N.T.S.
(20' PARKING SPACE)

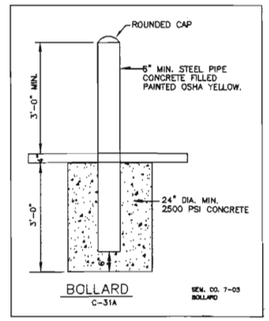


HEADER CURB

NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3,000 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. SUBBASE TO BE COMPACTED AND TESTED TO 98% MINIMUM DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.

STANDARD CURB CONSTRUCTION



BOLLARD
C-31A

Seminole County
Approved for construction

This approval is subject to specific conformance to the Seminole County Land Development Code and any special requirements of the Board of County Commissioners. It shall be the responsibility of the developer to correct any defects in the plans or the facility as constructed which results in a failure to meet applicable code requirements. Administrative acceptance of the developer's plans does not constitute a waiver of any code requirements nor does it relieve the developer of responsibility to meet those requirements. This specific approval is valid for a period of one year from the date below.

Approved.
Seminole County Development Review Department

Date

DATE	11/28/06
SCALE	1" = 20'
DESIGNED:	MRF
DRAWN:	MRF
CHECKED BY:	MB
CADD FILE TITLE:	SEMINOLE CO-1
CADD FILE:	06-41-CO
REVISIONS	
3/7/07	ADDRESS SEMINOLE COUNTY'S COMMENTS (2/27/07) AMR THS
1/9/07	SEMINOLE COUNTY COMMENTS (1/02/07) AMR THS

AMERICAN CIVIL ENGINEERING CO.
207 E. BOND AVENUE, SUITE 201, WINTER SPRINGS, FLORIDA 32708
PH. (407) 327-7733, FAX (407) 327-8337 C.A. 8729

MAPLE LEAF COMMERCE CENTER
GEOMETRY PLAN
2582 & 2588 MIKLER ROAD
OVIEDO, FLORIDA

FILE NAME: BUFFALO
JOB # 06-41
SHEET 4 OF 9

Z2006-065 DEVELOPMENT ORDER # 06-20500007

SEMINOLE COUNTY DEVELOPMENT ORDER

On December 12, 2006, Seminole County issued this Development Order relating to and touching and concerning the following described property:

See Exhibit A

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Indunas Enterprises, LLC, Thomas Indrunas, Manager

Project Name: Mikler Road Commerce Center

Requested Development Approval: Rezoning from R-1 (Single-family Dwelling) to PCD (Planned Commercial Development)

The Development Approval sought is consistent with the Seminole County Vision 2020 Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

RETURN TO SANDY MCCANN

Prepared by: Tina Williamson
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06547 Pgs 0791 - 797; (7pgs)
FILE NUM 2007003934
RECORDED 01/08/2007 02:38:29 PM
RECORDING FEES 61.00
RECORDED BY L Woodley

BK 342 PG 2134

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY S. McCann
DEPUTY CLERK

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

Standard Conditions:

a. The development shall comply with the site plan attached as Exhibit B.

Project Specific Conditions:

a. Permitted Uses:
Artist studios
Barber and beauty shops
Dance and music studios
Florist and gift shops
Hobby and craft shops
Interior decorating and draperies
Jewelry stores, Locksmiths
Luggage shops
Office, business, and professional
Photographic studios
Physical fitness studio
Retail paints and wallpaper stores
Retail sporting goods
Shoe repair shops
Tailoring shops
Watch and clock repair
Wearing apparel stores
Appliance stores
Bakeries, where all goods are sold on premises at retail
Quick print shops
Radio and television broadcasting studios, excluding towers
Radio and television sales and service
Building and plumbing supplies
Furniture warehouse with retail sales
Printing and book binding shops
Lithography and publishing plants
Paint and body shops
Plumbing shops
Trade shops, such as, upholstery, metal, cabinet
Warehouses, providing no storage is done outside an enclosed structure
Office showroom
Automobile wholesaling and brokering with no onsite car display.
Manufacturing of the following: Garments, Photographic equipment and supplies, Bakery products, Electrical machinery and equipment, Furniture, Candy and confectionery products, Cosmetics and toiletries, except soap, Candles, Jewelry, Optical equipment, Precision instruments and machinery, Stationery, Toys, Electronic equipment and assembling.
Assembling of metal, plastic, or cardboard containers
Data proceeding services
Printing,Bookbinding, lithographic platemaking, engraving, publishing plants
Cabinetry and woodworking shops

b. Total floor area shall be limited to 10,125 square feet.
c. Office and retail uses are limited to 1,800 square feet and warehouse uses are limited to 8,325 square feet.
d. Changes in uses or changes in the allocation of square footage among uses that affect the minimum parking requirements may require additional parking or require an amendment to this PCD.
e. The following building setbacks and buffering standards shall apply:
   Front: 25' building setback and a minimum 5', average 10' landscape buffer
   Side: 10' building setback and 5' landscape buffer
   Rear: 10' building setback and 5' landscape buffer

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

(6) This Development Order shall control in the event of any conflict between the terms and conditions of the development order and the terms, conditions, or notes of any site plan or master site plan.

Done and Ordered on the date first written above.

By: Carlton D. Henley
Carlton D. Henley
Chairman
Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Indrunas Enterprises, LLC, on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Diana L. Habuda
Witness

Thomas Indrunas, Manager

Diana L. Habuda
Print Name

Mike Plum
Witness

Mike Plum
Print Name

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, Thomas Indrunas, who is personally known to me or who has produced FL Drivers License as identification and who executed the foregoing instrument and sworn an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of December, 2006.

Diana L. Habuda
Notary Public, in and for the County and State Aforementioned

DIANA L. HABUDA
MY COMMISSION # DD 304737
EXPIRES: March 29, 2008
Bonded Thru Notary Public Underwriters

My Commission Expires:
3-29-08

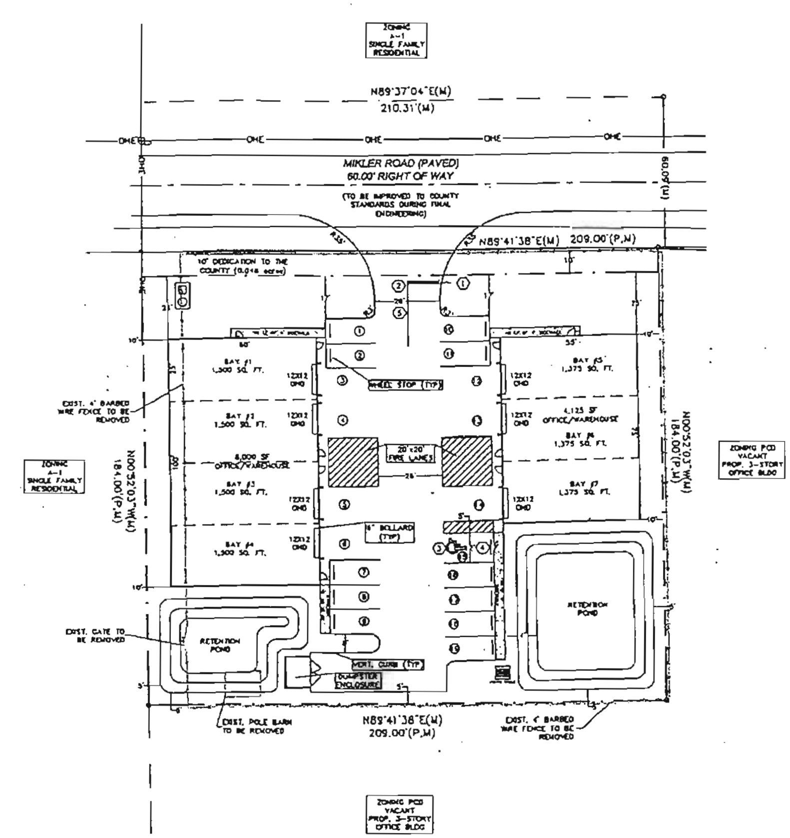
Exhibit A

Lot 1 (West of SAL Railroad) of Jamestown, according to the plat thereof, as recorded in Plat Book 9, Pages 71 and 72, of the Public Records of Seminole County, Florida.

EXHIBIT B

Preliminary Site Plan

LEGIBILITY UNSATISFACTORY
FOR SCANNING



PCD DEVELOPER COMMITMENT AGREEMENT

1. STATEMENT OF BASIC FACTS
   a) Total area: 0.84 acres
   b) Zoning: Planned Commercial Development
   c) Allowable area of development: 0.84 acres
   d) The development approval sought is consistent with the Seminole County comprehensive plan and will be developed consistent with and in compliance with all other applicable regulations and ordinances.
   e) The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitment run with, follow and perpetually burden the afore described property.

2. LAND USE BREAKDOWN

LAND USE	AREA	% OF SITE
Pavement & Building Area	21,766 s.f./ 0.50 ac	59.85%
Open Space (Including retention)	14,600 s.f./ 0.34 ac	40.15%
Total Developable Area	36,366 s.f./ 0.84 ac	100%
Total Land Area	36,366 s.f./ 0.84 ac	100%

3. OPEN SPACE AREAS
   Maintenance of the open space shall be funded by the Owner
   Total Land Area: 0.84 acres
   Required Open Space: 25.0%/0.21 acres
   Open Space Provided: 40.15%/0.34 acres

4. BUILDING SETBACKS
   Front ____ 25'
   Side ____ 10'
   Rear ____ 10'

5. PERMITTED USES
   CN Restricted Neighborhood Commercial (permitted uses only)
   Uses shall be limited to:
   Artist Studios, Barber & Beauty Shops, Dance and Music Studio, Florist & gift shop, Interior decorating and drapery, Jewelry store, Locksmith, Luggage shop, Office, business and professional, Photographic studio, Physical fitness studio, Retail paint and wallpaper store, Retail sporting goods, Shoe repair, Tailoring shop, Watch & clock repair and Wearing apparel store

   C-1 Retail Commercial District (permitted uses only)
   Uses shall be limited to:
   Appliance store, Bakeries, where all goods are sold on premises at retail, quick print shops, Radio & television broadcasting studios (excluding towers), Radio & t.v. sales and service.

   C-2 Retail Commercial District (permitted uses only)
   Uses shall be limited to:
   Building & plumbing supplies, Furniture warehouse w/ retail sales, Printing & book binding shops

   C-3 Retail Commercial & Wholesale District (permitted uses only)
   Uses shall be limited to:
   Lithography & publishing plants, Paint & body shop, Plumbing shop, trade shops, such as upholstery, metal and cabinets, Warehousing, Office showroom
   Automobile wholesaling and brokering (no on site car display)

   M-1A Very Light Industrial District (permitted uses only)
   Manufacturing of the following: garments, photographic equipment & supplies, bakery products, electrical machinery & equipment, furniture, candy & confectionery products, candles, optical equipment, jewelry, precision instruments & machinery, stationery, toys, electronic equipment & assembling
   Data processing services, assembling of metal, plastic, or cardboard containers, printing, bookbinding, lithographic platemaking, engraving & publishing plants, general business & professional offices, radio & t.v. studios & office, signs, identification, directional, or which advertise products manufactured, processed, stored, or sold on the premises. Warehouses and storage buildings with outside storage prohibited. Cabinetry and woodworking shops.

6. LANDSCAPE & BUFFER CRITERIA
   Parking areas shall be landscaped in accordance with the provisions of the Section 30.1230, "Landscaping of Parking Area" of the Seminole County Land Development Code.

7. BUFFER YARDS
   Front ____ 10'
   Side ____ 5'
   Rear ____ 5'

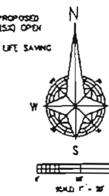
8. PARKING REQUIREMENTS
   1. Parking spaces shall be 10'x20'.
   2. Parking calculations shall be based on:
      1 parking space per 200 sq. ft. of office/retail
      1 parking space per 1000 sq. ft. of warehouse
      1 parking space per (2) employees on largest shift
      1,800 sq. ft. office/retail (max) /200 = 9
      (4) employees (warehouse/manufacturing) = 2
      8,325 s.f. of warehouse/1000 = 8.3
      Total spaces required = 19.3 spaces
      Total spaces provided = 19.0 spaces

9. WATER, SEWER AND STORMWATER
   WATER: Water services shall be provided by Seminole Co. Public Utilities design of water lines and fire hydrants shall conform to all Seminole Co. and Florida Department of Environmental Protection.
   SANITARY SEWER: Sanitary sewer shall be provided by a proposed private lift station
   STORMWATER: Stormwater drainage and stormwater management shall be provided by on-site retention pond. The system will be reviewed and approved by Seminole County and St. Johns River Water Management District.
   FIRE PROTECTION: Fire protection shall be provided by Seminole Co. Fire flow will be a minimum of 1250 gpm w/ 20 psi. Fire Hydrants shall be located according to Seminole Co. Fire Loss Management regulations.

10. PHASING
    Proposed development shall be developed in (1) phases.

11. STANDARD COMMITMENTS
    1. Unless specifically addressed otherwise herein, all development shall fully comply with all the codes and ordinances, including impact fees ordinances, in effect in Seminole County at the time of permit issuances.
    2. The conditions upon this development approval and commitments made as to this development approval have been accepted by and agreed to by the owners of the property.
    3. The DCA touches and concerns the aforedescribed property, and the conditions, commitments and provisions of the DCA shall perpetually burden, run with, and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole Co. by virtue of a document of equal dignity herewith. The owners of said property have expressly covenanted and agreed to this provision and all other terms and provisions of the DCA.
    4. The terms and provisions of the DCA are not severable, and in the event any portion of this DCA shall be found to be invalid or illegal, then the entire DCA shall be null and void.

12. DEVELOPMENT COMMITMENTS AGREED TO BY OWNER
    A. THE FOLLOWING STATEMENT INCLUDED ON THE SITE PLAN. "THE PROPOSED DEVELOPMENT SHALL MEET OR EXCEED TWENTY-FIVE PERCENT (25%) OPEN OPEN SPACE FOR THE PCD."
    B. THE DEVELOPMENT SHALL COMPLY WITH ALL STATE AND COUNTY LIFE SAVING AND FIRE PREVENTION REGULATIONS.



GENERAL NOTES

1. CURRENT ZONING A-1, PROPOSED ZONING PCD, FLU IND.
2. ALL EXTERIOR EQUIPMENT, WHETHER GROUND OR ROOF MOUNTED, WILL BE SCREENED FROM OFF SITE VIEWS
3. 30" STOP SIGN SHALL BE OF HIGH INTENSITY REFLECTORIZED AS SPECIFIED IN THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND LOCATED AS SHOWN ON SITE PLAN.
4. STOP BAR SHALL BE 24" WIDE, WHITE THERMOPLASTIC AND LOCATED AS SHOWN ON SITE PLAN.
5. ALL ADDRESS NUMBERS SHALL BE VISIBLE AND READABLE FROM STREET.
6. INSTALL "NO TRESPASSING, CONSTRUCTION SITE" SIGN AS SPECIFIED IN FLORIDA STATUTE 810.09, PARAGRAPH 0.
7. POST THE EMERGENCY NIGHT PHONE NUMBER ON THE BOTTOM OF THE BUILDING PERMIT.
8. NO CONSTRUCTION CAN OCCUR UNTIL THE APPLICANT HAS HAD A PRE-CONSTRUCTION CONFERENCE WITH SEMINOLE CO.
9. ALL WORK IN THE RIGHT OF WAY WILL BE REPAIRED OR REPLACED IF DAMAGED DURING CONSTRUCTION.
10. LOW INTENSITY, INDIRECT LIGHTING SHALL BE UTILIZED TO PREVENT GLARE.
11. MULTI-TENANT BUILDING.
12. CONTRACTOR TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
13. POTABLE WATER IS SUPPLIED BY SEMINOLE COUNTY PUBLIC UTILITIES.
14. SIGNAGE WILL REQUIRE A SEPARATE PERMIT FROM THE BUILDING DEPT.
15. CONSTRUCTION ACTIVITIES SHALL NOT ENCROACH ONTO THE SR 426 OR MIKLER RD. R.O.W.

SIGN LEGEND

1. STOP SIGN (30" HIGH INTENSITY)
2. STOP BAR (24" WIDE WHITE THERMOPLASTIC)
3. HANDICAP SYMBOL (WHITE THERMOPLASTIC)
4. HANDICAP SIGN
5. 25 LF OF 6" DOUBLE YELLOW (THERMOPLASTIC)
6. PARKING SPACE COUNT

SITE STATISTICAL DATA

DESCRIPTION	SQ. FT.	ACRES	% OF SITE
TOTAL SITE	36,366	0.84	100.00%
PROP. BLDG.	10,125	0.23	27.84%
PROP. PAVEMENT	11,641	0.27	32.01%
TOTAL IMPERVIOUS	21,766	0.50	59.85%
OPEN SPACE	14,600	0.34	40.15%

FAR = 0.28 ISR = 0.60

BK 3[illegible]2 PG 2140

AMERICAN CIVIL ENGINEERING CO.

MIKLER ROAD COMMERCE CENTER
PCD MASTER PLAN
MIKLER ROAD
OVIEDO, FLORIDA

SHEET 3 OF 5

Improvements Element of the Seminole County Comprehensive Plan (Vision 2020 Plan); as described in the proof of publication.

Districts 2, 3, 4 and 5 voted AYE.

RESOLUTION/VACATE AND ABANDON/
SCOTT A. MCFARLAND AND ZACHARY R. MILLER

Continuation of a public hearing to consider adoption of a Resolution to vacate and abandon the unimproved public alley located south of and adjacent to Lots 30-36 and north of and adjacent to Lots 37-39 contained in the plat of The Town of Sylvan Lake, as described in the proof of publication, Scott A. McFarland and Zachary R. Miller; proof, as shown on page 2123 .

Cynthia Sweet, Senior Planner, addressed the Board to present the request, stating staff is recommending approval of the vacate and abandonment.

No one spoke in support or in opposition.

Motion by Commissioner Carey, seconded by Commissioner Van Der Weide, to adopt appropriate Resolution 2006-R-273, as shown on page 2124 , vacating and abandoning the unimproved public alley located south of and adjacent to Lots 30-36 and north of and adjacent to Lots 37-39 contained in the plat of The Town of Sylvan Lake; as described in the proof of publication, Scott A. McFarland and Zachary R. Miller.

Districts 2, 3, 4 and 5 voted AYE.

REZONE FROM R-1 TO PCD/TOM INDRUNAS

Proof of publication, as shown on page 2132 , calling for a public hearing to consider adoption of Ordinance to rezone 0.84+/- acres, located on the south side of Mikler Road, 500' west of SR 426 from R-1 (Single-Family) to PCD (Planned Commercial Development) and approve the Preliminary Site Plan and Development Order, Tom Indrunas, received and filed.

Tina Williamson, Principal Coordinator, addressed the Board to present the request, stating staff recommends approval of the rezone to PCD and approval of the Preliminary Site Plan and Development Order. She advised the Planning & Zoning Commission voted 5 to 0 to recommend approval.

Upon inquiry by Commissioner Carey, Ms. Williamson advised a specific list of uses to be allowed are included in the Development Order.

Jack Reynolds, applicant, addressed the Board to state he has reviewed the staff comments and he is hoping the Board will approve the Preliminary Site Plan. He said they have weeded out what they thought to be obtrusive uses for the area.

No one spoke in support or in opposition.

Chairman Henley advised District Commissioner Dallari had no objections to the request.

Motion by Commissioner Carey, seconded by Commissioner Van Der Weide, to adopt Ordinance #2006-84, as shown on page 2127, rezoning 0.84+/- acres, located on the south side of Mikler Road, 500' west of SR 426 from R-1 (Single-Family) to PCD (Planned Commercial Development), and approve the Preliminary Site Plan and Development Order, as shown on page 2134, and authorize the Chairman to execute the aforementioned documents; based on staff findings, as described in the proof of publication, Tom Indrunas.

Districts 2, 3, 4 and 5 voted AYE.

VACATE AND ABANDON/DAVID J. KOSICH

Proof of publication, as shown on page 2141, calling for a public hearing to consider adoption of a Resolution to vacate and abandon a 16.20' x 2.20' portion of the 5' wide

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Wekiva Springs Road PCD Final Site Plan

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:
1. APPROVE the Final Site Plan and authorize the Chairman to execute the Developer's Commitment Agreement for the Wekiva Springs Road PCD, consisting of 4.5 ± acres and located on the west side of Wekiva Springs Road and the east side of E. Lake Brantley Drive, based on staff findings (S & B LLC, applicant); or

2. DENY the Final Site Plan for the Wekiva Springs Road PCD, consisting of 4.5 ± acres and located on the west side of Wekiva Springs Road and the east side of E. Lake Brantley Drive (S & B LLC, applicant); or

3. CONTINUE the request until a time and date certain.

District 3 Dick Van Der Weide Ian Sikonia

BACKGROUND:
The applicant is seeking Final Site Plan approval for an 18,175 square foot Office and Dance School Complex. The applicant obtained rezoning approval from OP to PCD on June 13, 2006. Staff finds that the proposed Final Site Plan and Developer's Commitment Agreement provided by the applicant comply with all of the conditions contained in the approved Development Order.

STAFF RECOMMENDATION:

Staff recommends the Board approve the Final Site Plan and authorize the Chairman to execute the Developer's Commitment Agreement for the Wekiva Springs Road PCD, consisting of 4.5 ± acres and located on the west side of Wekiva Springs Road and the east side of E. Lake Brantley Drive, based on staff findings.

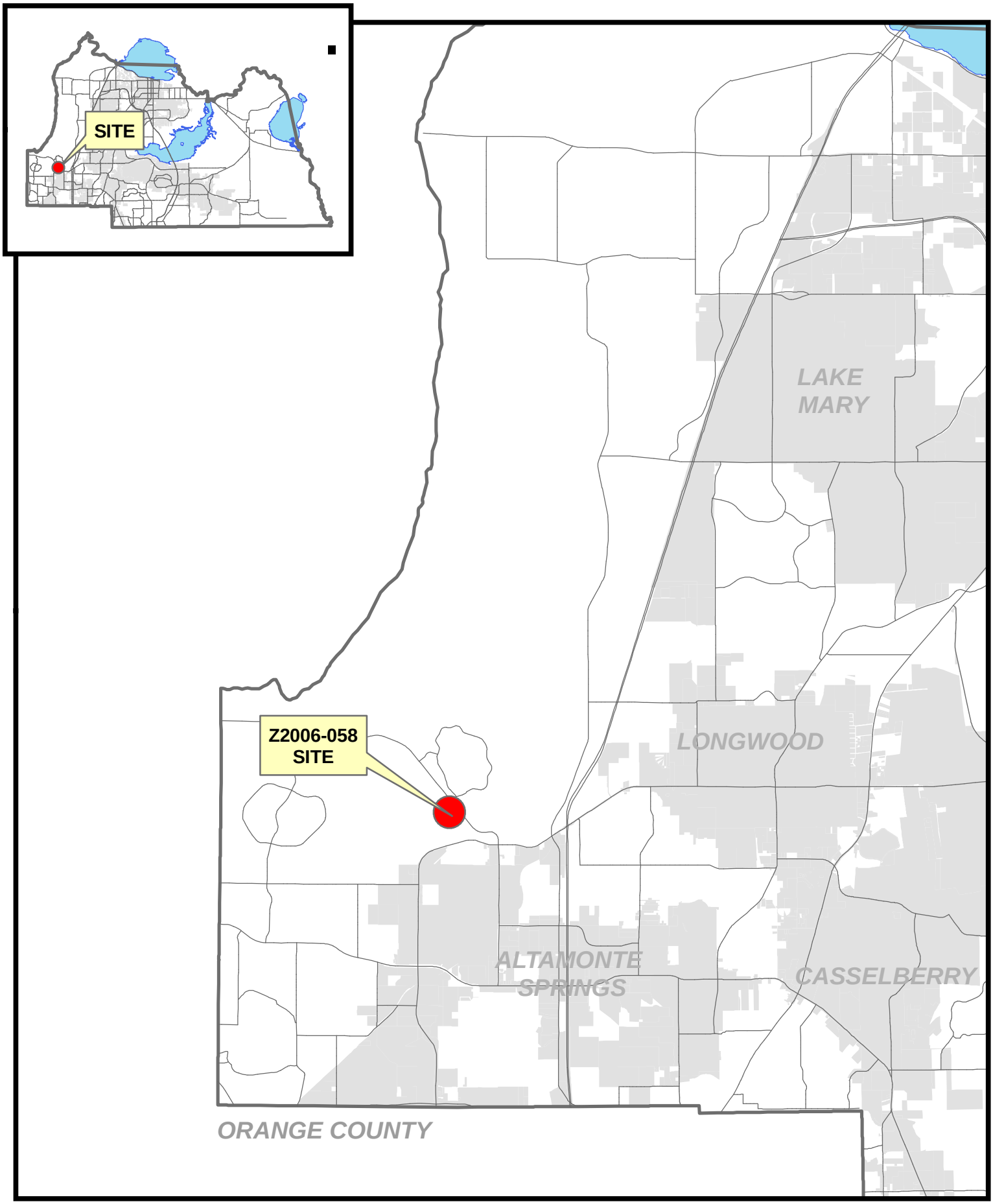
ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Proposed Site Plan
4. Developer Committment Agreement
5. Approved Development Order

6. Minutes

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-058 sitemap.mxd 05/5/07
PCD/FMP; historically z2005-066

Z2005-066
PCD/Final Site Plan

Parcel
Subject Property

Spring 2006 Color Aerials

filename: L:/pl/projects/p&z/2005/staff_report_pkgs/site_aerials/Z2006-058adaer 05/15/07 historically was z2005-066

LAKE BRANTLEY DRIVE
(RECENTLY WIDENED)

LAKE PAT

TRACT E

DRY RETENTION AREA

BUILDING A
PROPOSED
1 Story
Dance School
6925 SF+/-

BUILDING B
Proposed
2 Story
Office Building
11,250 SF+/-

WEKIVA POINT EXECUTIVE CENTER
A PLANNED DEVELOPMENT
PLAT BOOK 31, PAGE 56
NOT INCLUDED

HIGHCROFT POINTE TOWNHOMES
PLAT BOOK 65 PAGES 44-46

NOT INCLUDED

WEKIVA SPRINGS ROAD
(VARIABLE RIGHT OF WAY)

SITE PLAN
1" = 30'

GENERAL NOTES:

1. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE APPROXIMATE TO THE BEST KNOWLEDGE AND ARE SHOWN ON THE PLANS AS A GUIDE ONLY. THE CONTRACTOR SHALL VERIFY LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THE WORK PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. IF DISCREPANCIES EXIST, NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY. [illegible] AFFECTED WORK OR MAY CONFLICT WITH OTHER WORK IN THE CONTRACT.
3. THE CONTRACTOR SHALL PREPARE DETAILED SHOP DRAWINGS OF [illegible] UNDERGROUND UTILITIES, STRUCTURES, [illegible] FOR REVIEW BY THE ENGINEER.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING UTILITIES, STRUCTURES, [illegible] THE CONTRACT.
5. [illegible] CONFORMANCE WITH ALL APPLICABLE LAWS, CODES, [illegible] THE CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY FEES NECESSARY TO PROPERLY COMPLETE THE WORK.
6. ALL WORK SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. THE CONTRACTOR HAS JURISDICTION OVER THE WORK.
7. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE, ASSOCIATE, WITH OTHER WORK THAT MAY BE PERFORMED BY OTHER AT OTHER CONTRACTORS AND [illegible] WORK ASSIGNMENT, NOR OTHER [illegible]
8. SAFETY:
   A. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS SHALL BE ADHERED TO BY CONTRACTOR, OR THE SAFETY [illegible] AS SET FORTH BY OSHA BY THE FEDERAL GOVERNMENT OF THE UNITED STATES.
   B. WORK SAFETY REGULATIONS SHALL CONFORM TO THE [illegible] AS SET FORTH BY OSHA BY THE FEDERAL GOVERNMENT OF THE UNITED STATES.
9. REFER TO REVISIONS OF PLAN BY ENGINEER FOR UNITED SITE IMPROVEMENTS [illegible]
10. [illegible] THE PLANS OR SPECIFICATIONS, [illegible] SITE WORK, [illegible] CONDITIONS DURING WORK UNDER THE COUNTY TRAFFIC ENGINEER.

PROPERTY APPRAISER ID NUMBER _____-_____-_____-_____-_____-_____-_____

SEMINOLE COUNTY
APPROVED FOR CONSTRUCTION

THIS APPROVAL IS SUBJECT TO SPECIFIC CONFORMANCE TO THE SEMINOLE COUNTY LAND DEVELOPMENT CODE AND ANY SPECIAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO CORRECT ANY DEFECTS IN THE PLANS OR THE FACILITY AS CONSTRUCTED WHICH RESULTS IN A FAILURE TO MEET APPLICABLE CODE REQUIREMENTS. ADMINISTRATIVE ACCEPTANCE OF THE DEVELOPER'S PLANS DOES NOT CONSTITUTE A WAIVER OF ANY CODE REQUIREMENTS NOR DOES IT RELIEVE THE DEVELOPER OF RESPONSIBILITY TO MEET THOSE REQUIREMENTS. THIS SPECIFIC APPROVAL IS VALID FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW.
APPROVED.

SEMINOLE COUNTY DEVELOPMENT REVIEW DEPARTMENT

DATE

BONYADI ARCHITECT
(AR 0009586)
17TH BARAL PALM DR.
LONGWOOD, FLORIDA
(407) 788-7890
FAX 788-7890
E Mail: bonyadi@adelphia.net

A NEW SITE PLAN
WEKIVA SPRINGS ROAD, PCD
Wekiva Springs Road
Longwood, FL 32779

REVISIONS		
NO.	DESCRIPTION	DATE
1.	WEKIVA ENTR.	10.5
2.	BLDG. ENTR.	10.5
3.	LAKE BRAN. ENTR.	10.5
4.	P. TURN LANE	10.5
5.	OFF STREET LOAD	12.20
6.		

DATE 4.30.06
SCALE AS SHOWN
DRAWN BY: BH
PROJECT NO. 0502.01
SHEET TITLE SITE PLAN
SHEET C2
OF

WEKIVA SPRINGS ROAD, P.C.D.

FINAL SITE PLAN DEVELOPER'S COMMITMENT AGREEMENT COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On June 26, 2007 the Board of County Commissioners of Seminole County, Florida issued this Developer's Commitment Agreement relating to and touching and concerning the following described property:

1. LEGAL DESCRIPTION

See attached Exhibit A

2. PROPERTY OWNERS

S&B, LLC
950 Fox Valley Drive
Longwood, Florida 32779

3. STATEMENT OF BASIC FACTS

A. Total Area: 4.451 Acres
B. Zoning: Planned Commercial Development
C. Maximum FAR: 0 .35
D. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.
E. The owners of the property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.
F. The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners are as follows:

4. OPEN SPACE CALCULATIONS

Owners shall provide Open Space at an overall rate of 35%, or a minimum of 1.56 acres throughout the entire PCD. Open Space (as listed below) is achieved in the PCD, through use of an amenitized stormwater retention pond and buffers, subject to approval by the Current Planning Manager during final site approval.

Total Land Area:	4.451 acres
Required Open Space:	35% = 4.451 acres x 0.35 = 1.56 acres Open Space
Open Space Required:	35%
Open Space Provided:	2.61 acres = 69%

5. BUILDING SETBACKS

Front:
Abutting Wekiva Springs Road.....25'
Abutting E. Lake Brantley Drive.....70'
Side (north) ..... 25'
Rear ..... 10'
Maximum Building Height ..... 35'

6. PERMITTED USES

Building "A" is permitted to be used for General Office or a Dance School. Any other use must be processed as a Major Amendment to the PCD.
Building "B" is permitted to be used for General Office use only.

7. LANDSCAPE & BUFFER CRITERIA

Adjacent to Wekiva Springs Blvd: 5' minimum, 10' average landscape buffer.
Adjacent to East Lake Brantley: 5' minimum, 10' average landscape buffer.

8. DEVELOPMENT COMMITMENTS

The following conditions shall apply to the development of the Property:

All development shall comply with the Final Site Plan attached as Exhibit B.

a. A minimum of thirty-five (35) percent open space shall be provided on site.
b. The developer shall construct a 5' sidewalk along the property frontage on Wekiva Springs Road.
c. Maximum building area for office use is 18,175 square feet and shall be limited as follows:

Building	***Office***
A	6,925 sq. ft.
B	11,250 sq. ft.

d. Any increase in building area over 18,175 square feet shall be processed as a Major Amendment to the PCD.
e. An additional 7' of Right-Of-Way along East Lake Brantley Drive is required to be dedicated.

PUBLIC FACILITIES

WATER:
Water service will be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

SANITARY SEWER:
Central sanitary sewer will be provided by Sanlando Utilities Corporation. Design of collection system shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

STORM DRAINAGE:
Stormwater drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and St. John's River Water Management District's stormwater regulations.

FIRE PROTECTION:
Fire protection will by provided by Seminole County. Fire flow will be a minimum of 1,250 G.P.M. with 20 P.S.I. Fire hydrant shall be located according to Seminole County regulation.

STANDARD PROVISIONS

1. All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

2. This development order touches and concerns the aforedescribed property and the conditions, commitments and provisions of the development order shall perpetually burden, run with and follow the said property and be servitude upon and binding upon said property unless released in whole or in part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners have expressly covenanted and agreed to this provision and all other terms and provisions of the development order.

3. The terms and provisions of the development order are not severable and in the event any portion of this development order shall be found to be invalid or illegal then the entire development order shall be null and void.

INTERPRETATION: RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPMENT ORDER

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developer's Commitment Agreement shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

BY: _____
Carlton D. Henley,
Chairman of Seminole County
Board of County Commissioners

OWNERS' CONSENT AND COVENANT

COMES NOW, the Owners, S & B, LLC on behalf of themselves and their heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

_____
Witness (Sign and print name)

OWNERS:

S & B, LLC

By: _____
Robert Khoury, Managing Member

Acknowledgement

STATE OF FLORIDA
COUNTY OF SEMINOLE

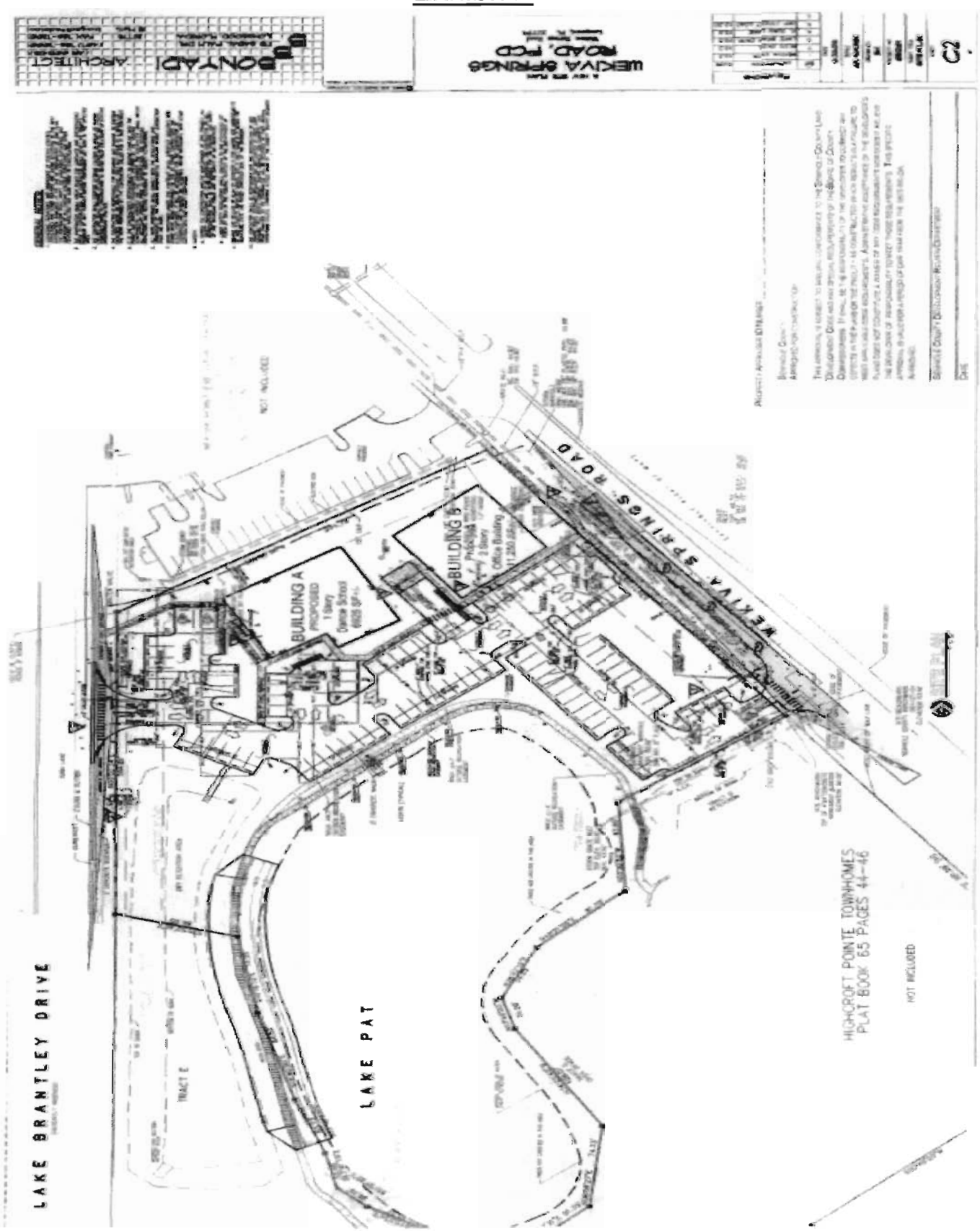
The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by Robert Khoury who is personally known to me or who has produced their Driver's License as identification.

_____
Notary Public
Print Name:
My Commission expires:

Exhibit A

FROM THE EAST ¼ CORNER OF SECTION 4, THOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN THENCE N 89d48'34" W A DISTANCE OF 586.40 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF EAST LAKE BRANTLEY DRIVE, RUN THENCE N 00d02'34" E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 28.06 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF LOT 1, BLOCK "A", OF GOLF VIEW ESTATES SECTION OF THE MEREDITH MANOR UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, ON PAGE 20, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. FOR A POINT OF BEGINNING. RUN THENCE N 00d03'34" E ALONG THE EAST RIGHT OF WAY LINE OF SAID EAST LAKE BRANTLEY DRIVE A DISTANCE OF 710.19 FEET: THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN S 75d52'46" E, 86.55 FEET; THENCE S 10d16'10" E, 74.95 FEET; THENCE S 18d40'50" E, 84.62 FEET; THENCE S 22d48'22" E, 53.73 FEET; THENCE S 13d41'19" E, 33.40 FEET; THENCE S 51d21'22" E, 26.16 FEET; THENCE S 61d53'24" E, 43.37 FEET; THENCE S 75d28'56" E, 41.94 FEET; THENCE S 85d26'07" E, 36.12 FEET; THENCE N 49d12'31" E, 51.35 FEET; THENCE N 06d08'27" E, 74.23 FEET; THENCEN 34d25'43" W, 108.07 FEET; THENCE N 17d40'03" W, 31.29 FEET; THENCE N 26d42'19" E 54.25 FEET; THENCE N 48d21'05" E, 81.70 FEET; THENCE N 03d30'52" W, 83.80 FEET; THENCE N 54d37'37" E, 138.04 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE WEKIVA SPRINGS ROAD, THENCE S 39d11'05" E ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WEKIVA SPPRINGS ROAD A DISTANCE OF 381.29 FEET; THENCE S 50d48'55" W DEPARTING SAID WESTERLY RIGHT OF WAY LINE, 285.00 FEET; THENCE S39s12'44" E A DISTANCE OF 450.00 FEET; THENCE S 50d46'04" W A DISTANCE OF236.13 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF LOT 1, BLOCK "D" OF SAID GOLF VIEW ESTATES SECTION OF MEREDITH MANOR UNIT 1, THENCE RUN ALONG THE NORTHERLY LINE OF SAID SUBDIVISION OF THE FOLLOWING COURSES AND DISTANCES: THENCE N 88d 54'59" W A DISTANCE OF 23.76 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK "D", THENCE N 01d05'01" E A DISTANCE OF 41.00 FEET TO A CONCRETE MONUMENT ON THE EAST LINE OF THE BRIARCLIFF DRIVE; THENCE N 88d54'51" W A DISTANCE OF 159.99 FEET TO THE NORTHWEST CORNER OF LOT 13, BLOCK "B", THENCE N 88d54'51" W A DISTANCE OF 110.30 FEET MORE OR LESS TO A POINT TO THE EAST RIGHT OF WAY LINE OF LAKE GENE DRIVE; THENCE N 01d04'19" E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 28.00 FEET TO A POINT ON THE NORTH LINE OF SAID PLAT OF MEREDITH MANOR UNIT 1; THENCE N 88d55'41" W A DISTANCE OF 176.05 FEET TO THE NORTHWEST CORNER OF LOT 2, BLOCK "A"; THENCE N 89d56'11: A DISTANCE OF 110.89 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.990 ACRES, MORE OR LESS.

Exhibit B


LAKE BRANTLEY DRIVE
LAKE PAT
BUILDING A
PROPOSED
1 Story
Dance School
BUILDING B
Office Building
2 Story
WEKIVA SPRINGS ROAD
HIGHCROFT POINTE TOWNHOMES
PLAT BOOK 65 PAGES 44-46
NOT INCLUDED
TRACT E

FILE # Z2005-066 DEVELOPMENT ORDER # 05-205000012

SEMINOLE COUNTY DEVELOPMENT ORDER

On June 13, 2006 Seminole County issued this Development Order relating to and touching and concerning the following described property:

EXHIBIT A LEGAL DESCRIPTION

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: S & B LLC

Project Name: Wekiva Springs Road PCD

Requested Development Approval: Rezoning from OP (Office) zoning classification to PCD (Planned Commercial Development) zoning classification.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

RETURN TO SANDY McCANN

Prepared by: Michael Rumer, Senior Planner
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06310 Pgs 0236 - 241; (6pgs)
FILE NUM 2006106606
RECORDED 06/30/2006 03:38:23 PM
RECORDING FEES 52.50
RECORDED BY G Harford

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

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

a. Building A is permitted to be used for general office or a dance school. Any other use must be processed and approved as a major amendment to the PCD.
b. Building B is permitted to be used for general office use only.
c. All development shall comply with the site plan attached as Exhibit B.
d. The maximum building height shall be 35 feet.
e. A 25' front yard building setback and 5' minimum, an average 10' wide landscape buffer shall apply adjacent to Wekiva Springs Road.
f. A 70' front yard building setback and 5' minimum, an average 10' wide landscape buffer shall apply adjacent to E. Lake Brantley Drive.
g. A 25' side yard (north) building setback shall apply.
h. A minimum of thirty-five (35) percent open space shall be provided on site.
i. The developer shall construct a 5' sidewalk along the property frontage on Wekiva Springs Road.
j. Maximum building area for office use is 18,175 square feet and shall be limited as follows:

Building	*Office*
A	6,925 sq.ft.
B	11,250 sq.ft.

k. Any increase in building area over 18,175 square feet shall be processed and approved as a major amendment to the PCD.

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: Carlton D. Henley

Carlton D. Henley, Chairman
Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, S&B LLC, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

MJ Khoury
Witness

Shameen Khoury
Shameen Khoury
MANAGING PARTNER

Robert J. Khoury
Print Name

Elaine Martin
Witness

ELAINE MARTIN
Print Name

STATE OF FLORIDA
(COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shameen Khoury who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of June, 2006.

Judith L. England
Notary Public, in and for the County and State Aforementioned

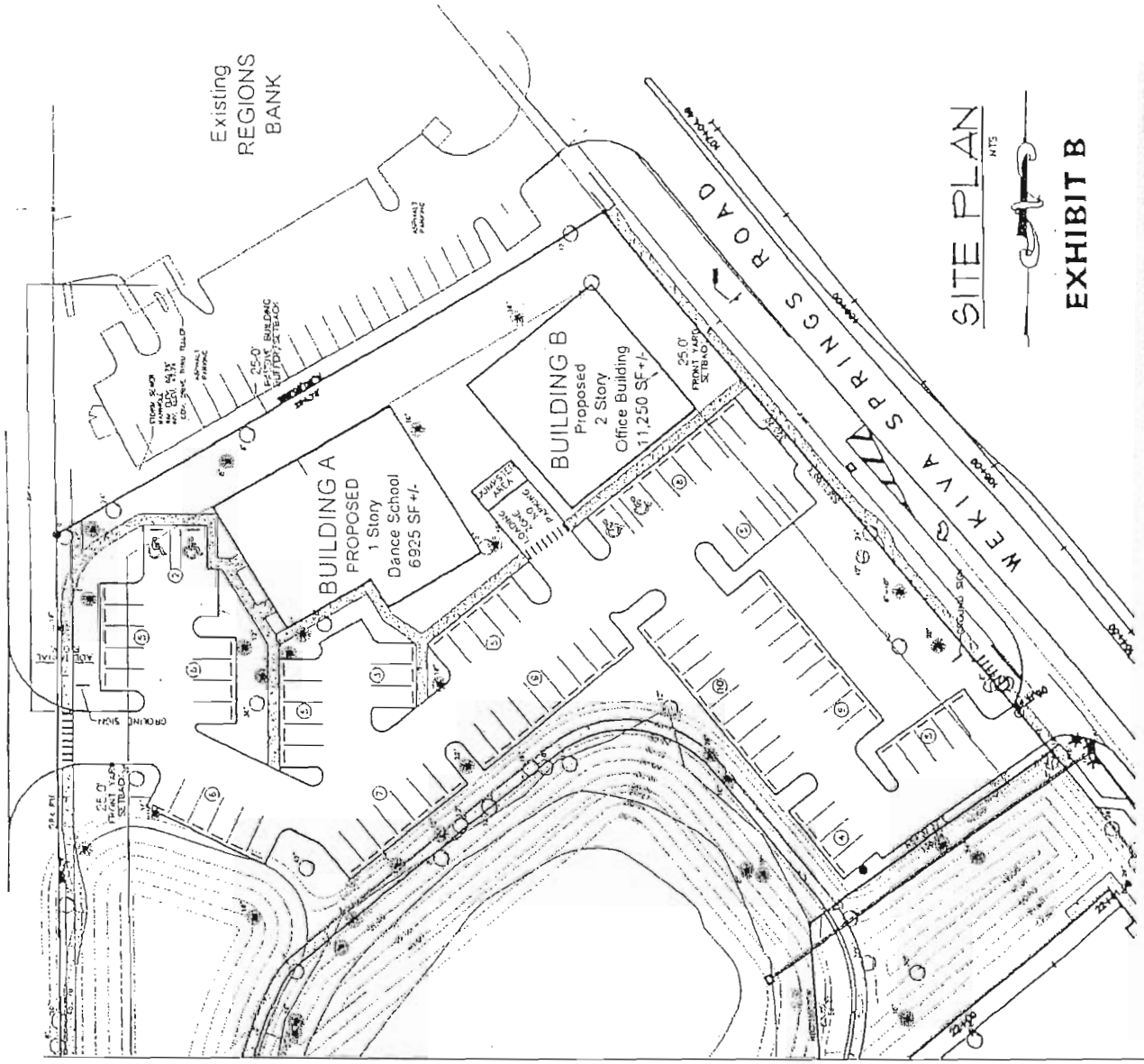
My Commission Expires:

Notary Public State of Florida
Judith L England
My Commission DD396626
Expires 02/19/2009

EXHIBIT A
LEGAL DESCRIPTION

FROM THE EAST 1/4 CORNER OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN THENCE N89°48'34"W A DISTANCE OF 586.40 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF EAST LAKE BRANTLEY DRIVE, RUN THENCE N00°02'34"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 28.06 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF LOT 1, BLOCK "A", OF GOLF VIEW ESTATES SECTION OF MEREDITH MANOR UNIT I ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, ON PAGE 20, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN THENCE N00°02'34"E ALONG THE EAST RIGHT OF WAY LINE OF SAID EAST LAKE BRANTLEY DRIVE A DISTANCE OF 710.19 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN S75°52'46"E, 86.55 FEET; THENCE S10°16'10"E, 74.95 FEET; THENCE S18°40'50"E, 84.62 FEET; THENCE S22°48'22"E, 53.73 FEET; THENCE S13°41'19"E, 33.40 FEET; THENCE S51°21'22"E, 26.16 FEET; THENCE S61°53'24"E, 43.37 FEET; THENCE S75°28'56"E, 41.94 FEET; THENCE S85°26'07"E, 36.12 FEET; THENCE N49°12'31"E, 51.35 FEET; THENCE N06°08'27"E, 74.23 FEET; THENCE N34°25'43"W, 108.07 FEET; THENCE N17°40'03"W, 31.29 FEET; THENCE N26°42'19"E, 54.25 FEET; THENCE N48°21'05"E, 81.70 FEET; THENCE N03°30'52"W, 83.80 FEET; THENCE N54°37'37"E, 138.04 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE WEKIVA SPRINGS ROAD, THENCE N39%%d11'05"W ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WEKIVA SPRINGS ROAD A DISTANCE OF 323.20 FEET TO THE SOUTHEAST CORNER OF WEKIVA POINT EXECUTIVE CENTER, A CONDOMINIUM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGE 58, IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S59°08'58"W, ALONG SOUTH LINE OF SAID WEKIVA POINT EXECUTIVE CENTER, A DISTANCE OF 294.78 FEET TO THE SOUTHWEST CORNER OF SAID WEKIVA POINT EXECUTIVE CENTER, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF EAST LAKE BRANTLEY DRIVE; THENCE RUN S00°02'34"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 284.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.451 ACRES, MORE OR LESS



Wekiva Springs Road, PCD

WEKIVA SPRINGS ROAD, LONGWOOD, FL 32779

SITE DATA

EXISTING ZONING:	CP
FUTURE LAND USE DESIGNATION:	CH
PROPOSED ZONING:	PCD
CURRENT USE:	VACANT

REQUIRED SET BACK

FRONT	25'
SIDE	0'
REAR	10'

LANDSCAPE BUFFER

PASSIVE BUFFER	25'

PASSIVE LANDSCAPE BUFFER TO MEET THE BUFFER SETBACK DESIGN STANDARDS.

PARKING DATA

BUILDING "A" – DANCE SCHOOL (< 10,000)

REQUIRED:	PROVIDED:
35 REQUIRED (1 SPACE PER 200 SF)	39 (INCLUDING 2 H.C. SPACE)

BUILDING "B" OFFICE BUILDING (> 10,000)

REQUIRED:	PROVIDED:
15 REQUIRED (1 SPACE PER 250 SF)	48 (INCLUDING 2 H.C. SPACE)

HEIGHT OF BUILDINGS

PROPOSED MAX HEIGHT: NOT TO EXCEED 35 FEET

OUTSIDE LIGHTING

PHOTOMETRIC PLAN TO BE SUBMITTED WITH BUILDING PLANS BY PROFESSIONAL ELECTRICAL ENGINEER CONSULTANT TO ENSURE ALL COMPLIANCE WITH ORDINANCES AND CODE.

LEGAL DESCRIPTION

LEGAL DESCRIPTION (COMMERCIAL TRACT)

FROM THE EAST 1/4 CORNER OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN THENCE N89°48'34"W A DISTANCE OF 586.40 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF EAST LAKE BRANTLEY DRIVE, RUN THENCE N00°02'34"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 28.66 FEET TO A CONCRETE MONUMENT AT THE NORTHWEST CORNER OF LOT 1, BLOCK "A", OF GOLF VIEW ESTATES SECTION OF WEREDATH MANOR UNIT I ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, ON PAGE 70, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN THENCE N00°02'34"E ALONG THE EAST RIGHT OF WAY LINE OF SAID EAST LAKE BRANTLEY DRIVE A DISTANCE OF 710.19 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN S75°52'46"E, 88.55 FEET; THENCE S10°16'10"E, 74.95 FEET; THENCE S18°40'50"E, 84.53 FEET; THENCE S22°48'23"E, 53.73 FEET; THENCE S13°41'19"E, 33.40 FEET; THENCE S51°21'22"E, 26.16 FEET; THENCE S61°53'24"E, 13.37 FEET; THENCE S75°28'56"E, 41.94 FEET; THENCE S86°26'07"E, 36.12 FEET; THENCE N49°12'31"E, 81.35 FEET; THENCE N04°08'27"E, 74.23 FEET; THENCE N34°25'43"W, 106.07 FEET; THENCE N17°40'03"W, 31.79 FEET; THENCE N26°42'10"E, 54.25 FEET; THENCE N46°21'05"E, 81.70 FEET; THENCE N03°30'50"W, 83.80 FEET; THENCE N34°37'37"E, 138.04 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE WEKIVA SPRINGS ROAD; THENCE N39°31'05"W ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WEKIVA SPRINGS ROAD A DISTANCE OF 323.20 FEET TO THE SOUTHEAST CORNER OF WEKIVA POINT EXECUTIVE CENTER, A CONDOMINIUM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGE 58, IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S59°08'58"W, ALONG SOUTH LINE OF SAID WEKIVA POINT EXECUTIVE CENTER, A DISTANCE OF 294.76 FEET TO THE SOUTHWEST CORNER OF SAID WEKIVA POINT EXECUTIVE CENTER, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF EAST LAKE BRANTLEY DRIVE; THENCE RUN S00°02'34"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 284.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.451 ACRES, MORE OR LESS

PARCEL ID#

01-21-29-300-0030-0000
01-21-29-300-003A-0000

SIZE OF PROPERTY

TOTAL AREA:	(4 ACRES) (174,243 S.F. +/-
BUILDING AREA FOR SCHOOL:	6925 S.F.
BUILDING AREA FOR PROF. OFFICE	11,250 S.F.
PAVED & SIDEWALK AREA:	41,633 SF +/-
TOTAL IMPERVIOUS AREA:	(34%) 59,808 SF +/-
OPEN SPACE:	(66%) 114,432 SF +/-

PROPOSED USES FOR THE PCD

BULING "A": SINGLE STORY – DANCE SCHOOL
BUILDING "B": TWO STORY – PROFESSIONAL OFFICE

BONYAD ARCHITECTS

WEKIVA SPRINGS ROAD, PCD

C1

LEGIBILITY UNSATISFACTORY FOR SCANNING

Agreement, as shown on page 1162, with Bright House Networks, LLC., and authorize the Chairman to execute same.

Districts 1, 2, 3, 4 and 5 voted AYE.

Commissioner Morris left the meeting at this time.

REZONE/ASSOCIATED DESIGN & CONSTRUCTION (Continued)

Continuation of a public hearing to consider request to Rezone 4.5+/- acres from OP (Office) to PCD (Planned Commercial Development) located on the west side of Wekiva Springs Road and the east side of E. Lake Brantley Drive, subject to the Preliminary Site Plan and Development Order, as described in the proof of publication, Associated Design & Construction.

Michael Rumer, Planning, addressed the Board to state the proposed preliminary site plan indicates that the site will contain a total of 18,175 sq. ft. of building space. Building A will consist of 6,925 sq. ft. and Building B will consist of 11,250 sq. ft. Access will be off both E. Lake Brantley Drive and Wekiva Springs Road. The subject property was rezoned to OP in 1983 with a condition that the building shown on the site plan will not exceed one story in height. The applicant is proposing a one and two-story building and staff supports the two-story building along the Wekiva Springs Road since a two-story, 74 unit townhome development was constructed adjacent to this property. The request to rezone to PCD is a result of the applicant's desire to establish a dance school in the one-story building that is not permitted in the OP zoning. Staff recommends approval of the request subject to the preliminary site plan and development order.

Mr. McMillan left the meeting at this time.

BK U 3 3 6 PG 0 0 6 5

At the request of Commissioner Van Der Weide, Mr. Rumer reviewed the restricted and permitted uses as outlined in the Agenda Memorandum.

Byron Bonyadi, representing the applicant, addressed the Board to state there are no other uses requested as they want it to be specifically for a dance school and they have met the LDC requirements.

Upon inquiry by Commissioner Van Der Weide, Mr. Bonyadi advised the owner of the property is agreeable to staff's recommendations.

Commissioner Van Der Weide submitted letters and e-mails (received and filed) from residents supporting and opposing the rezoning request. Petitions, as shown on page 1155, were submitted.

Mr. McMillan reentered the meeting at this time.

Mary Ann Andreasen, 182 Monterey Isle, addressed the Board to state she lives in the Isles of Shadow Bay. She stated the residents of Shadow Bay, Sweetwater, Sable Point and High Croft are dedicated people to family, homes and community. Their homes are a place of refuge for quality family time and renewal. She stated before she bought her home in 2000 she researched the zoning of the proposed vacant property and this was an important consideration for her to buy in this area. She said approval of the rezoning will start the slippery slope. She urged the Board to vote no to this rezoning change. She submitted the original Petition, as shown on page 1187, that was faxed from area residents opposing the request.

Gladys Bernstein, 225 S. Shadow Bay Blvd., addressed the Board to state she is opposed to the zoning change. She stated many of the residents do not have any objections to the two-

story office building as there are many other two-story buildings nearby. The residents are objecting to the dance studio due to the traffic it will add on East Lake Brantley. There is not a lot of turn space and the traffic often gets congested. She stated she is hopeful that the two-story could get approved by a simple variance and not changed to a commercial zoning. The list would be most objectionable to those who are living nearby. She said she hopes the Board would leave it as Office Professional.

Dale Bennett, 228 High Castle Lane, addressed the Board to state he represents the High Croft Point Homeowners Association and they oppose the rezone request. The residents feel the fence should be all around the property as it will give them more security on the north side. This will keep people from wondering around the property. If people from the other property want to walk around the pathway around the lake, they would have to come behind private property into a road back around to pick up the walkway around the lake. The community would like to be more secure and it would help them a lot if they could figure out how to do a fence on the north side.

At the request of Chairman Henley, Mr. Bennett indicated on the aerial where the fence and walkway is located.

Commissioner Van Der Weide pointed out that the lake path is owned by the applicant and High Croft has an easement. He said it is hard to force the owner to fence off his own property.

Mr. Bennett stated he would like to see some type of buffer on the north side of the lake so that the lights at night will not shine onto their property.

Commissioner Van Der Weide stated the original rezoning was approved in the 1980's and he understands the concerns of the residents. He stated he discussed this with staff and the applicant and he is sure the applicant is not going to cut that access off. He said the applicant assured him that he is willing to work with any reasonable buffer. He stated he would have liked the applicant to have worked with the residents to see what they could work out before they got to this point.

Mr. Bonyadi stated in laying out the site plan he considered those concerns. They placed two buildings as far as they could against the setback to the north of the property line and adjacent to the current Commercial Regions Bank. They tried to place the parking spaces with the landscape buffer that will be added to the plans to meet the requirements. He stated the nearest parking is almost 200 ft. away from the first set of homes. A retention pond is separating the nearest parking space. They will be meeting the lighting requirements by not washing over into the neighborhood. He said they will meet all the requirements; and they want to be a good neighbor.

No one else spoke in support or in opposition.

Speaker Request Forms were received and filed.

District Commissioner Van Der Weide stated he has met with the applicant and residents and he wishes that they had gotten together to come up with a mutual agreement. He recommended restricting the uses of a dance studio in Building A and Office uses in Building B and, if anything changes, that it would have to come back to the Board.

Motion by Commissioner Van Der Weide, seconded by Commissioner Carey to adopt Ordinance #2006-38, as shown on page 1195, approving rezoning 4.5+/- acres from OP (Office) to

PCD (Planned Commercial Development) located on the west side of Wekiva Springs Road and the east side of E. Lake Brantley Drive, subject to the Preliminary Site Plan and Development Order, as shown on page 1200, as described in the proof of publication, Associated Design & Construction; subject to staff findings and stipulations outlined by the District Commissioner.

Districts 1, 3, 4 and 5 voted AYE.

Chairman Henley recessed the meeting at 3:10 p.m., reconvening at 3:15 p.m.

BOA APPEAL/Salvador Corona

Proof of publication, as shown on page 1206, calling for a public hearing to consider an Appeal of the Board of Adjustment's (BOA) decision to deny a rear yard setback variance from 30 ft. to 2 ft.; and a side yard (south) setback variance from 10 ft. to 5 ft. for an existing shed in the R-1AA (Single Family Dwelling District), at 2951 Boland Drive, Salvador Corona, received and filed.

Ian Sikonia, Planning, addressed the Board to present the request. He stated staff's recommendation is to uphold the BOA's decision in denying the setback variances based on staff's findings.

Dan Fist, representing the applicant, addressed the Board to state he is speaking on behalf of the applicant due to a language barrier. He reviewed the purpose of the shed and stated he submitted a survey to Commissioner Dallari that shows it being 75 ft. from the neighbor's well. He asked the Board to consider his request and approve the variances.

Mr. Fist informed Chairman Henley what is being stored in the shed.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Water and Sewer CIP Program Management

DEPARTMENT: Environmental Services **DIVISION:** Planning Engineering Inspections

AUTHORIZED BY: John Cirello **CONTACT:** Carol Hunter **EXT:** 2021

MOTION/RECOMMENDATION:
Approve the Program Management services by CH2M Hill (PS-5190-05/DRR) at a level of service consistent with staff's presentation and Board consensus at the July 18, 2006 Board of County Commissioners Work Session on the Water and Sewer Capital Improvements Program. The Program Management budget is estimated at $49.8 million over the projected five year term of the program; and,

Approve CH2M Hill's performance of detailed design and bid package preparation of the Seminole County Regional Surface Water Treatment Plant at Yankee Lake consistent with the County's Cost Sharing Agreement with the St. Johns River Water Management District per staff presentation and discussion at the July 18, 2006 Work Session.

County-wide Carol Hunter

BACKGROUND:

In April 2005, the County advertised a Request for Proposals (RFP) for Program Management services to support Environmental Services' Capital Improvement Plan (CIP). At the time, the CIP value was estimated at $122 million and the fees associated with the Program Management services budget were estimated at 15 percent of the CIP value (or approximately $15 million over five years). After award of the contract for services, the first phase of Program Management addressed validation and confirmation of the CIP.

The confirmation effort determined that particular CIP projects were under-funded, and the effort identified certain unfunded projects needed to meet St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (DEP) requirements for permit and regulatory compliance. Furthermore, the original CIP did not include alternative water supply projects needed to meet future water demands. Environmental Services staff and the Program Management consultant updated the CIP to address under-funded projects, required unfunded projects, and an alternative surface water supply facility to meet future potable and irrigation needs of the County.

On July 18, 2006, a work session was held where Environmental Services staff presented to the Board of County Commissioners information on the updated CIP. At the work session, revised estimates of CIP costs totaling $332 million were presented, and the Board discussed proceeding in an expeditious manner with an accelerated Program Management effort. On September 12, 2006 the Board approved a utility rate increase to support bond funding of the CIP Program and in December 2006 the County secured bond funding of $154 million to implement the first phase of the CIP Program.

The $332 million CIP includes updated projects, approximately $41 million for Phase I of the Surface Water Treatment Facility (SWTF), and an approximate budget of $49.8 million for Program Management services. Additionally, following the July 18, 2006 work session, final design and bid package preparation for Phase I of the SWTF is being completed by CH2M Hill. Expeditious progress of this design effort is necessary because construction of this project must be bid by the summer of 2007 to assure meeting SJRWMD Consumptive Use Permit (CUP) requirements and so that $7.5 million of grant funding can be secured under the SWTF Cost Share Agreement with SJRWMD. The Cost Share Agreement was approved by the Board on January 9, 2007.

A program portfolio updating the July 2006 portfolio will also be provided to the Board.

STAFF RECOMMENDATION:

Staff recommends the Board approve the Program Management services by CH2M Hill (PS-5190-05/DRR) at a level of service consistent with staff presentation and board consensus at the July 18, 2006 Board of County Commissioners Work Session on the Water and Sewer Capital Improvements Program. The Program Management budget is estimated at $49.8 million over the projected five year term of the program; and,

Approve CH2M Hill's performance of detailed design and bid package preparation of the Seminole County Regional Surface Water Treatment Plant at Yankee Lake consistent with the County's Cost Sharing Agreement with the St. Johns River Water Management District.

Additionally Reviewed By:

☑ County Attorney Review (Robert McMillan)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Animal Services Facility and Spay / Neuter Program Update

DEPARTMENT: Public Safety **DIVISION:** Animal Services

AUTHORIZED BY: Tad Stone **CONTACT:** Tad Stone **EXT:** 5000

MOTION/RECOMMENDATION:
Staff is seeking direction from the Board regarding moving forward with the procurement process to complete the architectural drawings and design of the Animal Services facility rebuild and direction regarding pursuit of an interlocal agreement with the Society for Prevention of Cruelty to Animals (SPCA) for spay and neuter services.

County-wide Tad Stone

BACKGROUND:

Following the fire at Animal Services on February 8, 2007, staff began evaluating options for the facility rebuild, for which preliminary architectural drawings and design have been prepared. The proposed rebuild will restore the damaged building to its original footprint at a conceptual cost of $500,000, for which insurance will cover the cost minus a $200,000 deductible. This deductible is paid out of the County's loss fund.

Options for the Board's consideration in design of the rebuild is to add additional safety features to the building. These include a fire alarm system, fire suppression system, and generator switch. Staff anticipates that the additional features will add $144,000, but provide additional safeguards for the facility. An expansion of an additional 1000 square feet of space for a restroom, utility area and washer/dryer area could be added at an estimated cost of $200,000.

The conceptual cost information providing build-back options is attached for the Board's consideration, along with information detailing the County's insurance coverage.

As part of the rebuild/expansion options evaluation, staff was also able to explore a series of opportunities to address the need for an enhanced pet spay/neuter program. A series of possible options were explored which include:

- Expansion of the existing facility to install a vet suite and a staff veterinarian ($1.2 million estimated building cost, supplies and three (3) additional staff members)
- Partner with the local SPCA and enhance their efforts with expansion of their current site
- Develop an in-house mobile pet spay/neuter program managed by Animal Services ($80,000 for vehicle, supplies, two (2) additional staff members and a staff veterinarian)
- Partnership with the SPCA, through financial support from the County, to provide a no cost, to the public, program for targeted areas within the County ($46,000)

In exploring each of these options, the final emphasis was placed on cost effectiveness and service delivery to the community. Through this evaluation process, the final configuration of the Animal Services facility rebuild was placed on hold due to it not being known if the current facility could meet the demands that may be placed on it, or whether a significant expansion was needed to add the vet suite and the County approach this issue alone.

On December 14, 2006, Barbara Wetzler, Executive Director of the SPCA of Central Florida, presented to the Animal Control Board the option of the mobile pet spay/neuter program for low income residents to the community and the associated cost that may be involved. On March 15, 2007, the Animal Control Board voted unanimously to move this recommendation to the BCC for their consideration.

Benefits to the County through participating in an interlocal agreement with the SPCA include: a 12 month pilot program with SPCA; Mobile vet van for one day, every other week; low income neighborhoods will be targeted; and SPCA will perform up to 500 spay/neuter surgeries.

The SPCA is also moving forward with the expansion of their current facility and will be adding a fixed site, spay/neuter clinic, in addition to other enhancements to the property. The Department of Public Safety's staff has been assisting the SPCA in determining what may be needed to move this project forward.

Attached is a short PowerPoint presentation outlining the items staff will be discussing with the Board at the meeting. Preliminary architectural drawings of the facility are Included in the presentation.

STAFF RECOMMENDATION:

Direct staff regarding moving forward with the procurement process to complete the architectural drawings and design of the Animal Services facility rebuild and direction regarding pursuit of an interlocal agreement with the Society for Prevention of Cruelty to Animals (SPCA) for spay and neuter services.

ATTACHMENTS:

1. PowerPoint Presentation
2. Conceptual Cost and Insurance Information

Additionally Reviewed By:
No additional reviews

Animal Services Facility

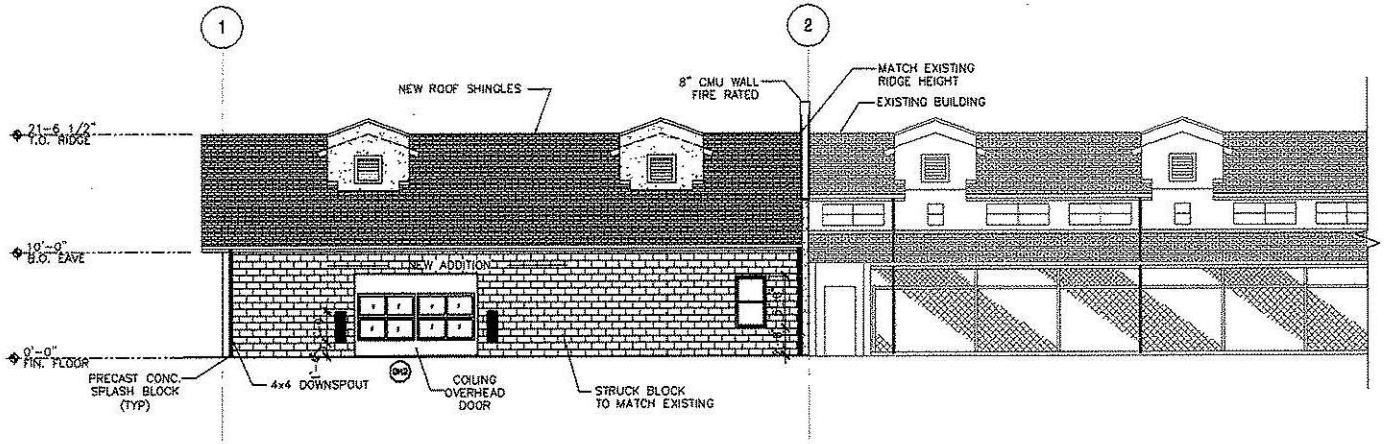
After the Fire

Facility Damage Review

- Loss of one quarter of available kennel space
- Vet-tech Area
- Washer/Drier Area
- Animal Holding Area
- Storage Space

Actions to Date

- Temporary Electrical Service
- Demolition
- Intermodal Delivery
- Preliminary Architectural Drawings



A1 SK2 **SOUTH ELEVATION-BUILDING RECONSTRUCTION**
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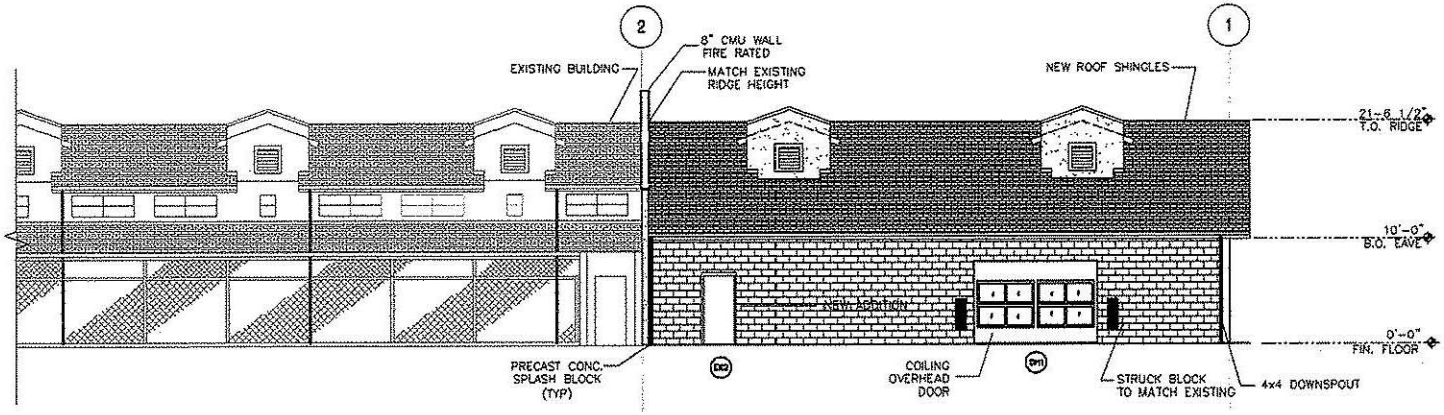
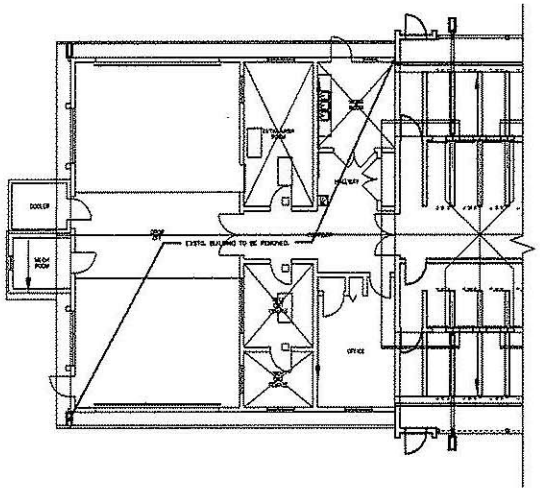


A2 SK2 **NORTH ELEVATION-BUILDING RECONSTRUCTION**
Scale: 3/32"=1'

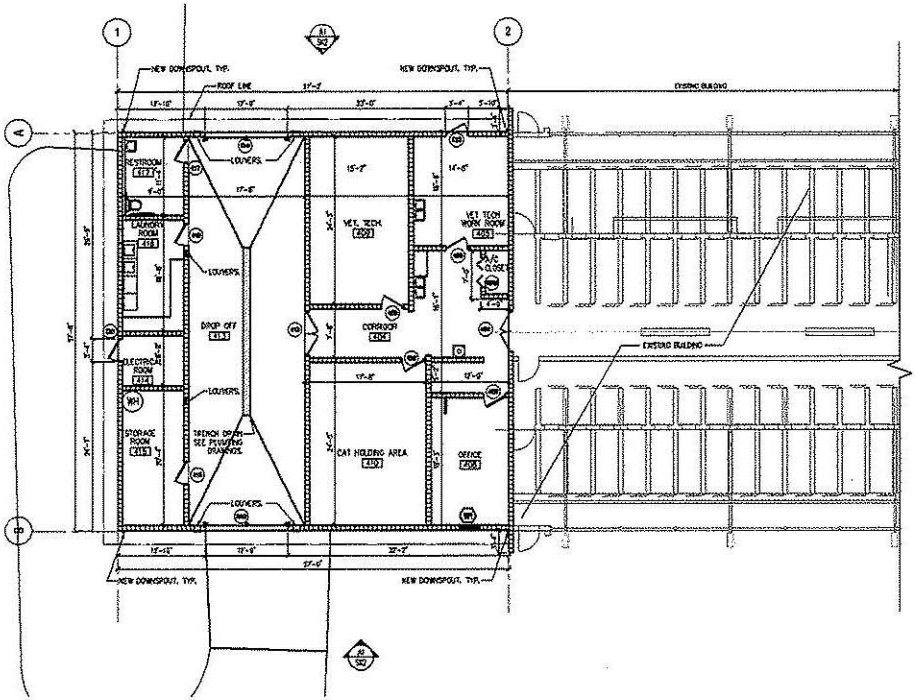
ARCHITECTS + ENGINEERS, INC

ANIMAL CONTROL FACILITY
BUILDING RECONSTRUCTION
SANFORD, FLORIDA
BUILDING ELEVATIONS

SK2



A1 / SK1 BUILDING RECONSTRUCTION DEMO PLAN
Scale: 1/16"=1'



A2 / SK1 BUILDING RECONSTRUCTION FLOOR PLAN
Scale: 1/16"=1'

NO.	DATE	DESCRIPTION	BY

ISSUED FOR: ☐ PRELIMINARY ☐ PERMITTING ☐ FINAL ☐ CONSTRUCTION ☐ RECORD DWG

ARCHITECTS + ENGINEERS, INC.

ANIMAL CONTROL FACILITY
BUILDING RECONSTRUCTION
SANFORD, FLORIDA
DEMO & FLOOR PLANS

SK1

Recommended Actions

- BCC authorization to complete architectural drawings and design of the expanded facility rebuild and proceed with the procurement process.
- Upgrade fire alarm system throughout entire building ($24,000)
- Add fire sprinklers throughout building ($88,000)
- Add 3 phase generator switch ($32,000)

INSURANCE / RISK MANAGEMENT

- Self Insurance Retention (SRI) is $200,000
- Expenditures to date – $134,039.95
- Request for advance from Excess Carrier for $300,000

Spay/Neuter Program

- 12 month pilot program with SPCA.
- Mobile vet van for one day, every other week.
- Low income neighborhoods will be targeted.
- SPCA will perform up to 500 spay/neuter surgeries.
- Currently working on interlocal agreement language with SPCA.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Sandy Lane Rezone from A-1 to R-1AA

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:

1. APPROVE a request and enact an ordinance to rezone 3.16 ± acres, located on the southwest corner of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) to R-1AA (Single-Family Dwelling), and authorize the Chairman to execute the rezone ordinance, based on staff findings, (Robert Dietz, applicant); or

2. DENY the request to rezone 3.16 ± acres, located on the southwest corner of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) to R-1AA (Single-Family Dwelling), and authorize the Chairman to execute the Denial Development Order (Robert Dietz, applicant); or

3. CONTINUE the item to a time and date certain.

District 3 Dick Van Der Weide Ian Sikonia

BACKGROUND:

The applicant is requesting to rezone 3.16 ± acres, located on the southwest corner of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) to R-1AA (Single-Family Dwelling). R-1AA (Single-Family Dwelling) requires a minimum lot size of 11,700 sq. ft. The Future Land Use Designation of the subject property is Low Density Residential (LDR), which allows the requested zoning district.

The Seminole County Land Development Code (LDC) provides for the application of the Weighted Method for Determining Single-Family Residential Compatibility in the Low Density Residential Future Land Use designation. Staff conducted the lot size compatibility analysis, per Section 30.1380.3 of the Land Development Code and Policy FLU 2.10 of the Vision 2020 Comprehensive Plan, and determined that the analysis does support the requested rezone to R-1AA.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board met on May 2, 2007 and voted 5-0 to recommend APPROVAL of a rezone from A-1 (Agriculture) to R-1AA (Single-Family Dwelling), located on the south west corner of the intersection of Sand Lake Road and Sandy Lane, based on staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve a request and enact an ordinance to rezone 3.16 ± acres, located on the southwest corner of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) to R-1AA (Single-Family Dwelling), and authorize the Chairman to execute the rezone ordinance, based on staff findings.

ATTACHMENTS:

1. Staff Report
2. Maps and Aerials
3. Maps and Aerials
4. Maps and Aerials
5. Ordinance
6. School Analysis
7. Minutes
8. Denial Development Order

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Sandy Lane Road Rezone Rezone from A-1 to R-1AA		
APPLICANT	Robert Dietz	
PROPERTY OWNER	James & Julie Shea	
REQUEST	Rezone from A-1 (Agriculture) to R-1AA (Single-Family Dwelling)	
PROPERTY SIZE	3.16 ± acres	
HEARING DATE (S)	P&Z: May 2, 2007	BCC: June 26, 2007
PARCEL ID	07-21-29-300-0140-0000, 07-21-29-300-014A-0000, and 07-21-29-300-014B-0000	
LOCATION	Located on the southwest corner of the intersection of Sand Lake Road and Sandy Lane.	
FUTURE LAND USE	LDR (Low Density Residential)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2007-11	
COMMISSION DISTRICT	#3 – Van Der Weide	

Proposed Development:

The applicant is proposing to construct single-family residences.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is requesting to rezone 3.16 ± acres, located on the southwest corner of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) to R-1AA (Single-Family Dwelling). R-1AA (Single-Family Dwelling) requires a minimum lot size of 11,700 sq. ft. The Future Land Use Designation of the subject property is Low Density Residential (LDR), which allows the requested zoning district.

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested zoning district of R-1AA (Single-Family).

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (R-1AA)
Minimum Lot Size	43,560 square feet	11,700 square feet
Minimum House Size	N/A	1,300 square feet
Minimum Width at Building Line	150 feet	90 feet
Front Yard Setback	50 feet	25 feet
Side Yard Setback	10 feet	10 feet
(Street) Side Yard Setback	50 feet	25 feet
Rear Yard Setback	30 feet	30 feet
Maximum Building Height	35 feet	35 feet

COMPATIBILITY WITH SURROUNDING PROPERTIES:

The Land Development Code provides for the application of the Weighted Method for determining single-family residential compatibility within the LDR Future Land Use designation. Staff conducted the lot size compatibility analysis, per Section 30.1380.3 of the Land Development Code and Policy FLU 2.10 of the Vision 2020 Comprehensive Plan, and determined that the analysis does support the requested rezone to R-1AA.

The calculations assign differing weights to the surrounding zoning districts according to permitted development intensities within those districts. For example, the R-1AA district requires a minimum lot size of 11,700 square feet, so its weight factor is 7, while A-1 requires one-acre lots and has a weight factor of 4 in final development form.

Weighting factors, together with the acreage of parcels within a 660-foot radius of the subject property, determine the "compatible" zoning for the subject property. After running the lot size compatibility analysis for the proposed 3.16 ± acre rezone request to R-1AA, the results from the analysis indicated a weight of 6.55, which is consistent with the R-1AA zoning district.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS:

Floodplain Impacts:

Based on current FEMA FIRM Map Number 12117C0115E, as well as preliminary updated 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 appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

Utilities:

The site is located in the Southeast Seminole County utility service area, and will be required to connect to public utilities. There is a 10-inch water main on the east

side of S. Hunt Club Blvd. and an 8-inch force main on the south side of Sand Lake Rd. The subject property is not in the ten year master plan for reclaimed water.

Transportation / Traffic:

The property proposes access onto Sandy Lane, which is classified as a local road. Sandy Lane is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program or FDOT 5-year Work Program.

School Impacts:

The Seminole County Public School District has prepared an analysis which is included as an attachment to this report.

Drainage:

The proposed project is located within the Little Wekiva Drainage Basin, and may have limited downstream capacity. Based on preliminary review, the site will have to retain the pre-post volume difference for the 25 year/24 hour event and 3" over directly connected impervious area. Additional retention may apply depending on outfall condition to be determined at final engineering.

Parks, Recreation and Open Space:

The applicant is required to provide at a minimum 25% of the site in open space, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

Buffers and Sidewalks:

Because this is a proposed residential project adjacent to both residential and agricultural zoning and the LDR Future Land Use Designation, no exterior buffers are required. There is an existing 5-foot wide sidewalk that runs along the south side of Sand Lake Road.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS:

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS:

The subject property is located within the Aquifer Recharge overlay. All new residential development must maintain 40% pervious surfaces per Section 30.1027 of the Seminole County LDC.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

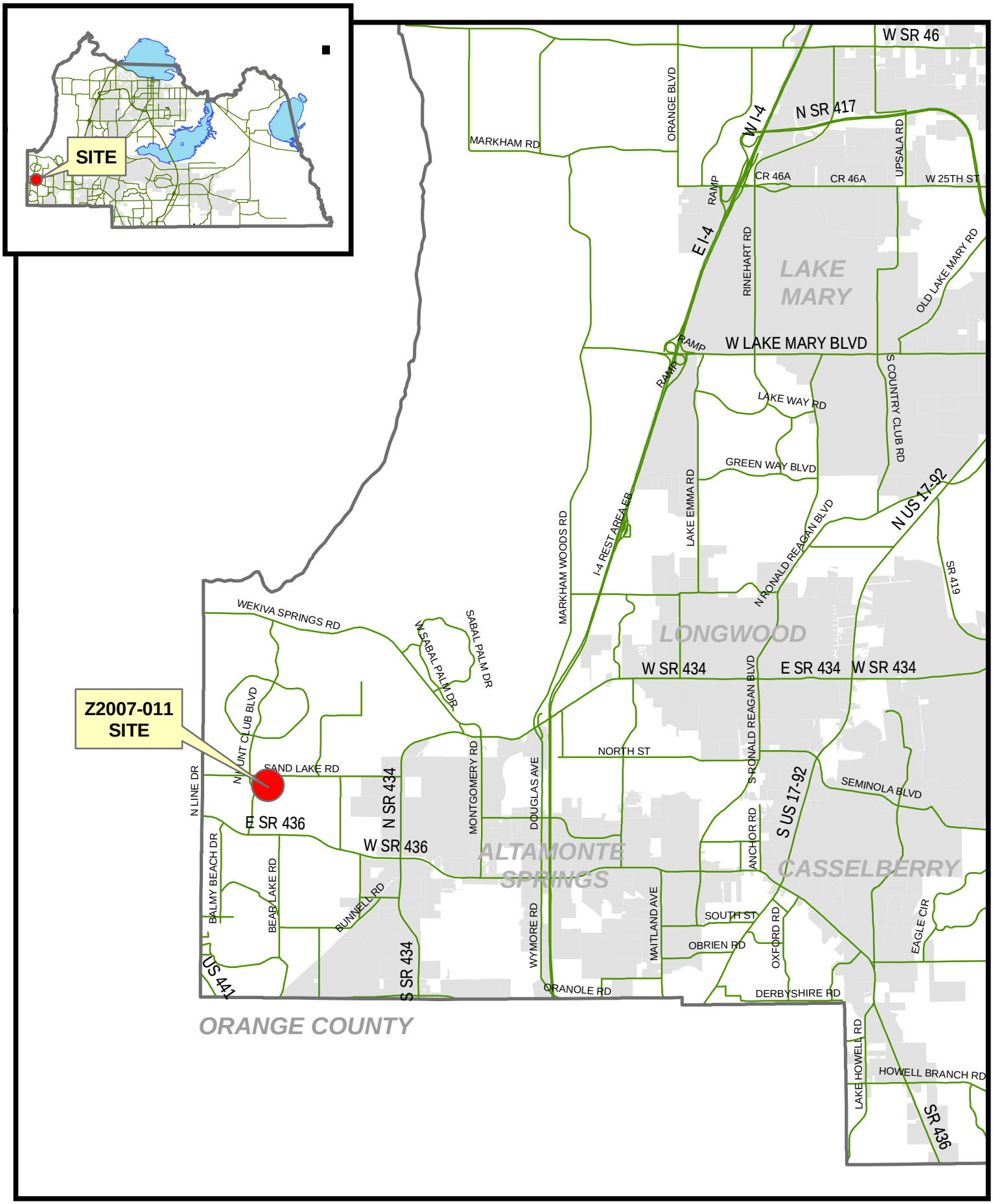
Policy FLU 2.5:	Transitional Land Uses
Policy FLU 12.4:	Relationship of Land Use to Zoning Classifications
Policy POT 4.5:	Potable Water Connection
Policy SAN 4.4:	Sanitary Sewer Connection
Policy PUB 2.1:	Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

Intergovernmental notices were not sent to any municipalities; the subject property is not within or directly adjacent to any local municipality. An intergovernmental notice was sent to the Seminole County School Board on April 10, 2007.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has not received any letters of support or opposition.



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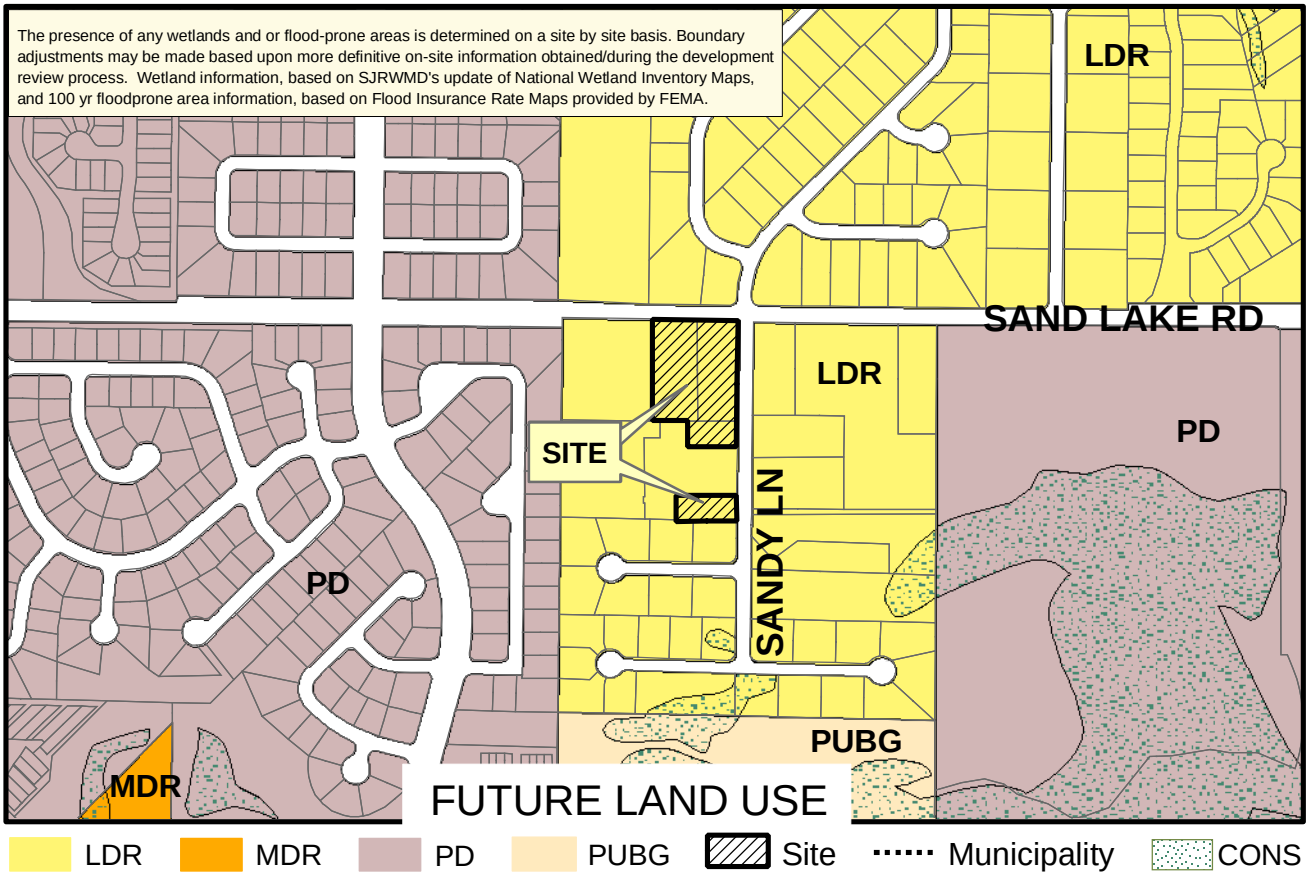
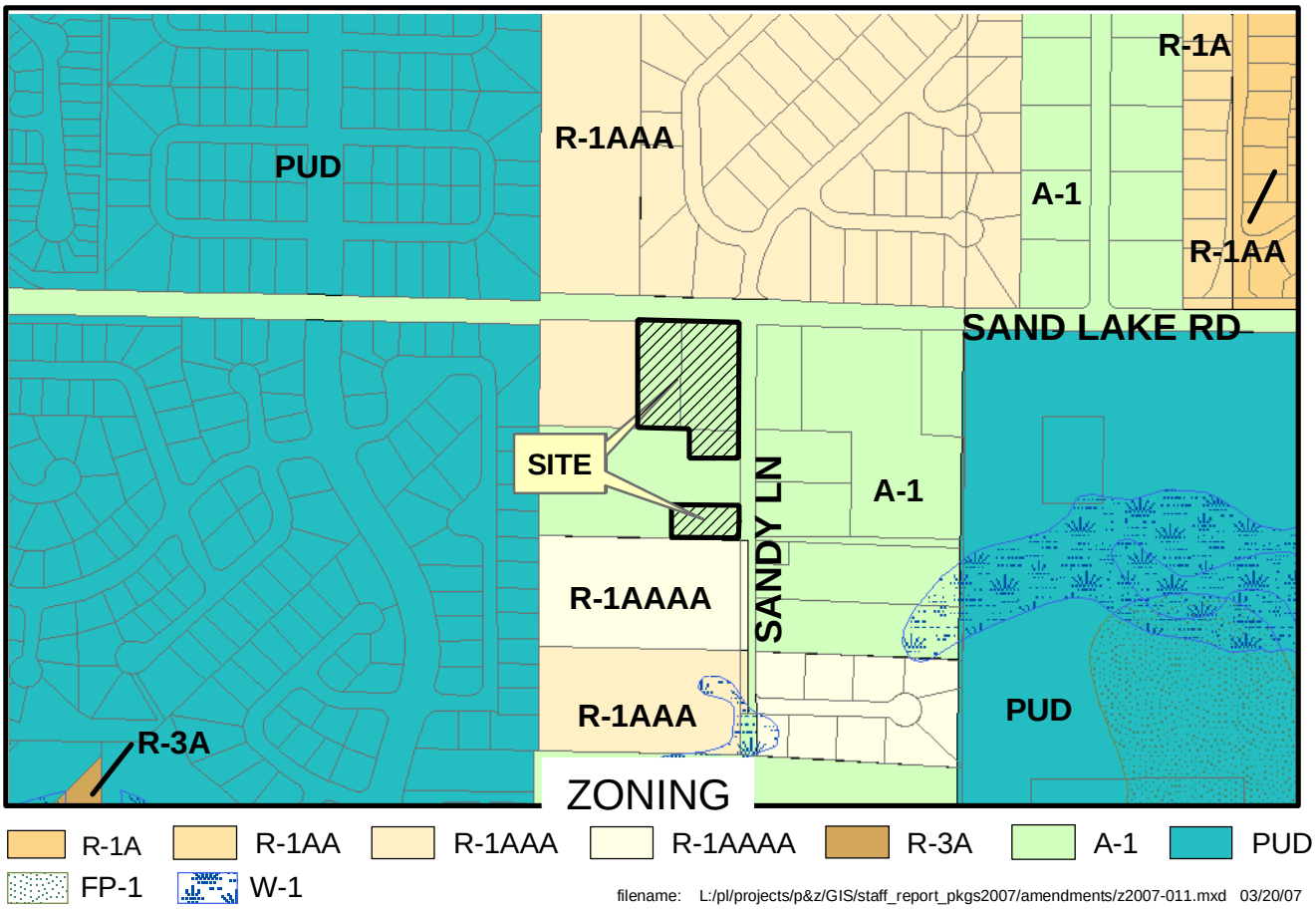


Applicant: Robert C. Dietz
Physical STR: 07-21-29-300-0140 & 14A, 14B -0000
Gross Acres: 3.16 +/- BCC District: 3
Existing Use: residential
Special Notes: None

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-011	A-1	R-1AA



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Note: The Future Land Use map reflects the realigned parcel base, whereas the Zoning Map still utilizes the non shifted parcels. On occasion, this will result in discrepancies between the two maps.

Rezone No: Z2007-011
From: A-1 To: R-1AA

Parcel
Subject Property

Winter 2006 Color Aerials

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ORDINANCE NO. 2007- SEMINOLE COUNTY, FLORIDA Z2007-11

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) THE R-1AA (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Sandy Lane Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to R-1AA (Single-Family Dwelling):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in

accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 26th day of June 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Carlton D. Henley
Chairman

EXHIBIT A
LEGAL DESCRIPTION

THE WEST 129.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA, LESS THAT PART FOR RIGHT OF WAY FOR SAND LAKE ROAD AND SANDY LANE.

LEGAL DESCRIPTION (14B)

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA, LESS THAT PART FOR RIGHT OF WAY FOR SAND LAKE ROAD AND SANDY LANE, AND ALSO LESS THE WEST 129.00 FEET THEREOF.

LEGAL DESCRIPTION (14A-1)

THE EAST 179.00 FEET OF THE NORTH 90.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT OF WAY AND LESS THE WEST 16.5 FEET THEREOF.

LEGAL DESCRIPTION (14A-2)

THE EAST 208.50 FEET OF THE SOUTH 90.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT OF WAY AND LESS THE WEST 16.5 FEET THEREOF.

SEMINOLE COUNTY PUBLIC SCHOOLS
School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: April 12, 2007

RE. **Z2007-11 Sandy Lane Rezone**

Seminole County Public Schools (SCPS), in reviewing the above rezone request, has determined that if approved the new zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description – 3.16 ± acres, located on the southwest corner of Sand Lake Road and Sandy Lane. The request is to change the zoning from A-1 (Agriculture) to R-1AA (Single-Family Dwelling). R-1AA (Single-Family Dwelling) requires a minimum lot size of 11,700 sq. ft. The Future Land Use Designation of the subject property is Low Density Residential (LDR), which allows the requested zoning district. Based on the proposed zoning and acreage the maximum number of units is estimated to be ten (10) single-family lots. Parcel ID #s 07-21-29-300-014A-0000; 07-21-29-300-014B-0000; 07-21-29-300-0140-0000

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

Total Proposed units		
Total # of Units	# of Single-Family Lots	# of Multi-Family Units
10	10	0

Student Generation					
Impacted Schools	***Projected Number of Additional Students***	***Current Capacity***	***Current Enrollment***	***Percent Utilization***	***Students Resulting from Recently Approved Developments***
Elementary Wekiva	3	713	871	122.2	4
Middle Teague	1	1476	1618	109.6	7
High Lake Brantley	1	2944	3206	108.9	8

Terms and Definitions:

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:
Elementary 100%, Middle 90%, High 95%

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

i) Elementary: 780 student stations

ii) Middle: 1500 student stations
iii) High: 2,800 student stations

Projected Number of Additional Students is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Full Time Equivalent (FTE) - A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments:

The students generated from the new residential dwelling units could not be absorbed into the elementary, middle, or high schools without the increased use of relocatable student stations (portables) or significant reduction in level of service at the affected campus. The current SCPS five-year plan includes an additional 186 student stations to relive Wekiva Elementary, however that relief may not be sufficient to accommodate the current and projected students. There are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve Teague Middle or Lake Brantley High schools. In addition to the comments above, there are a number of developments approved yet un-platted (Wekiva Town Homes, Line Drive PD, Gallimore subdivision) in the attendance zones that will add to the enrollment of the effected schools.

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.

B. <u>Sandy Lane (1160/1200)Rezone</u>; **Robert Dietz, applicant**. 3.16± acres; Rezone from A-1 (Agriculture District) to R-1AA (Single-Family Dwelling District); located on the southwest corner of Sand Lake Road and Sandy Lane. (Z2007-11)

Commissioner Van Der Weide - District 3
Ian Sikonia, Senior Planner

Ian Sikonia presented the Sandy Lake Road Rezone from A-1 (Agriculture) to R-1AA (Single-Family Dwelling). The subject property contains approximately 3.16 ± acres, located on the southwest corner of the intersection of Sand Lake Road and Sandy Lane.

The Future Land Use Designation of the subject property is Low Density Residential (LDR), which allows for the requested zoning district. The Low Density Residential Future Land Use only allows for a maximum of 4 dwelling units per acre.

Staff conducted the lot size compatibility analysis, per Section 30.1380.3 of the Land Development Code and Policy FLU 2.10 of the Vision 2020 Comprehensive Plan, and determined that the analysis does support the requested rezone to R-1AA.

Mr. Sikonia said that there are two PUD's within 660 feet which are taken into account for the lot size analysis: the Foxwood and Wekiva Hunt Club PUD's. The Foxwood PUD, Phase One consists of 7,500 sq. ft. lots and to the northwest is the Wekiva Hunt Club PUD which consists of 8,400 sq. ft. lots. To the north and west is the R-1AAA zoning district, to the east is the A-1 zoning district, and to the south is the R-1AAAA zoning district. After factoring all the PUD's and

surrounding zoning districts the analysis came out with a weight of 6.55 which is consistent with the R-1AA zoning district.

Staff recommends approval of the request to rezone 3.16 ± acres, located on the southwest corner of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) to R-1AA (Single-Family Dwelling), based on staff findings.

Commissioner Brown asked if both parcels were owned by the same person.

Mr. Sikonia said that they were.

Commissioner Brown asked if the legal description was for both parcels.

Mr. Sikonia said that was correct.

Robert Dietz was present to answer questions.

Commissioner Wolf asked how the southern lot would be developed.

Mr. Dietz said that the lot is at least 90 feet wide and that it will be an oversized lot for one single family home.

Commissioner Brown asked if this project were contiguous with a previous filing of Mr. Dietz.

Mr. Dietz said that they are contiguous.

Commissioner Wolf asked about the existing houses on the property. What will be done with them?

Mr. Dietz said that one home will be retained as Dr. Shay's residence. The home to the north will be rehabilitated and sold.

No one spoke from the audience.

Commissioner Brodeur made a motion to recommend approval of the request for a rezoning from A-1 (Agriculture) to R-1AA based on staff findings.

Commissioner Wolf seconded.

The motion passed unanimously.

Z2007-11 **DEVELOPMENT ORDER #07-20000001**

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 26, 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): James Shea

Project Name: Sandy Lane Road Rezone

Requested Development Approval: The applicant is requesting to rezone 3.16 ± acres located on the south west corner of the intersection of Sand Lake Road and Sandy Lane, from A-1 (Agriculture) to R-1AA (Single-Family Dwelling), in order to develop a single-family subdivision.

The Board of County Commissioners has determined that the rezone request from A-1 (Agriculture) to R-1AA (Single-Family Dwelling) is not compatible with the surrounding area to the south and could not be supported.

After fully considering staff analysis titled "Sandy Lane Rezone" and all evidence submitted at the public hearing on June 26, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from A-1 (Agriculture) to R-1AA (Single-Family Dwelling) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Carlton D. Henley, Chairman

EXHIBIT “A”

LEGAL DESCRIPTION

THE WEST 129.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA, LESS THAT PART FOR RIGHT OF WAY FOR SAND LAKE ROAD AND SANDY LANE.

LEGAL DESCRIPTION (14B)

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA, LESS THAT PART FOR RIGHT OF WAY FOR SAND LAKE ROAD AND SANDY LANE, AND ALSO LESS THE WEST 129.00 FEET THEREOF.

LEGAL DESCRIPTION (14A-1)

THE EAST 179.00 FEET OF THE NORTH 90.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT OF WAY AND LESS THE WEST 16.5 FEET THEREOF.

LEGAL DESCRIPTION (14A-2)

THE EAST 208.50 FEET OF THE SOUTH 90.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 1/2 OF THE NW 1/4 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE EAST 25 FEET FOR ROAD RIGHT OF WAY AND LESS THE WEST 16.5 FEET THEREOF.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Sproul Bible College PUD Major Amendment and Final Master Plan

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:
APPROVE the PUD Major Amendment, Revised Preliminary Master Plan, Rezoning Ordinance from PUD to PUD, Third Revised and Restated Development Order, Final Master Plan and Developer's Commitment Agreement and authorize the Chairman to execute the aforementioned documents for the Sproul Bible College PUD, consisting of 27.06 + acres, located on the south side of Wayside Drive, approximately 550 feet east of the intersection of Wayside Drive and Orange Boulevard, based on staff findings (Guy Rizzo, applicant); or

DENY the PUD Major Amendment, Revised Preliminary Master Plan, Rezoning Ordinance from PUD to PUD, Third Revised and Restated Development Order, Final Master Plan and Developer's Commitment Agreement for the Sproul Bible College PUD, consisting of 27.06 + acres, located on the south side of Wayside Drive, approximately 550 feet east of the intersection of Wayside Drive and Orange Boulevard (Guy Rizzo, applicant); or

CONTINUE the public hearing until a time and date certain.

District 5 Brenda Carey Austin Watkins

BACKGROUND:
On February 22, 2005, the Board of County Commissioners approved a rezoning from A-1 to PUD and the associated PUD Preliminary Master Plan that established a theological studies college and the development of 21 single-family residential dwelling units. The two (2) existing residences and accessory buildings were allowed to be converted into classroom and administrative space for up to 70 students. The additional single family lots were approved to be a minimum of 11,700 square feet, consistent with the R-1AA (Single-Family Dwelling) zoning classification. The applicant agreed to include a restriction against short term rentals (6 months or less) in the deed restrictions applicable to the property.
On September 26, 2006, the Board of County Commissioners approved a rezoning from PUD to PUD and PUD to A-1 and a Major Amendment to the Sproul Bible College PUD. The approved changes removed a 5-acre tract from the PUD and rezoned it to A-1. Further, the Major Amendment reduced the number of single-family lots from 21 to 11 and allowed for a maximum of 50,000 square feet of church buildings to be built in lieu of the 11 single-family lots on Parcel B of the PUD.
The applicant is requesting a Major Amendment to the Sproul Bible College PUD to allow for the following:
Maximum allowable building height of 46 feet at the mean height level for the Church (Sanctuary Building, Parcel B) and 35 feet for all other structures, except where otherwise permitted by law or the Seminole County Land Development Code.

Seminole County Land Development Code Section 30.451 (d) sets a maximum building height of 35 feet for all structures assigned the PUD zoning classification unless otherwise allowed by the Board. All other conditions of the approval will remain the same.
Additionally, the applicant is requesting Final Master Plan approval for the subject property. The applicant proposes to convert the existing single-family residences into administrative offices and theological college uses for a total of 21,000 square feet. Further, the applicant proposes a 1,402 seat or 25,000 square foot church (Sanctuary) and a 25,000 square foot fellowship hall. The maximum building height will be 46' for the church (52' to the peak) and 35' for all other structures. Staff finds that the proposed Final Master Plan and Developer's Commitment Agreement comply with all of the conditions contained in the proposed Development Order.
PLANNING AND ZONING BOARD RECOMMENDATION:

The Planning and Zoning Board met on June 6, 2007 and voted 7-0 to recommend APPROVAL of the PUD Major Amendment, Revised Preliminary Master Plan, rezoning ordinance from PUD to PUD and Third Revised and Restated Development Order for the Sproul Bible College PUD, consisting of 27.06 ± acres, located on the south side of Wayside Drive, approximately 550 feet east of the intersection of Wayside Drive and Orange Boulevard, based on staff findings and on the following voluntary condition:

Retention of the natural landscape buffer on the east side of the site at a minimum of 15 feet depth of foliage, retaining the existing foliage; access to be only from the north side, Wayside Drive.

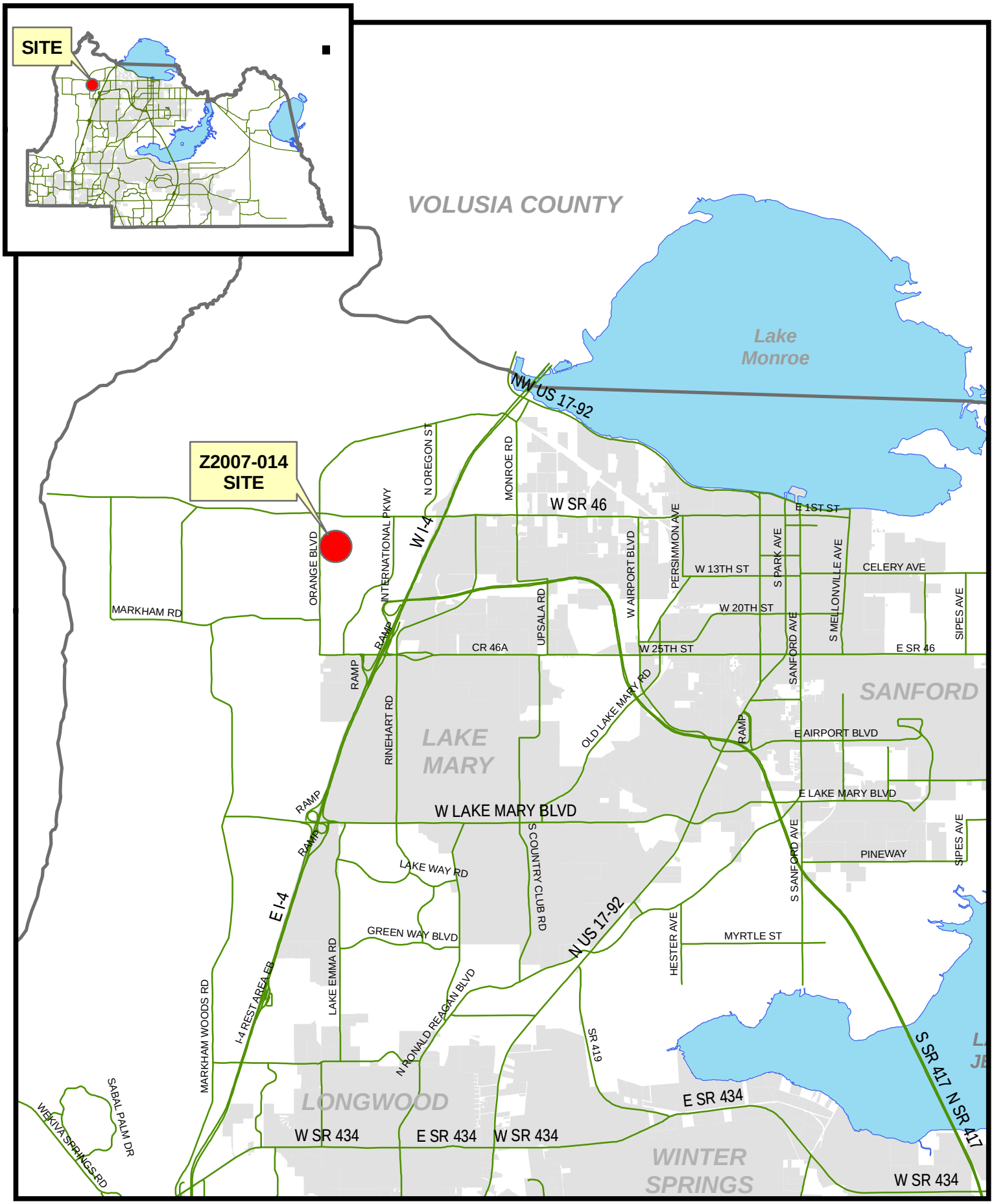
STAFF RECOMMENDATION:
Staff recommends the Board approve the PUD Major Amendment, Revised Preliminary Master Plan, Rezoning Ordinance from PUD to PUD, Third Revised and Restated Development Order, Final Master Plan and Developer's Commitment Agreement for the Sproul Bible College PUD, consisting of 27.06 + acres, located on the south side of Wayside Drive, approximately 550 feet east of the intersection of Wayside Drive and Orange Boulevard.

ATTACHMENTS:

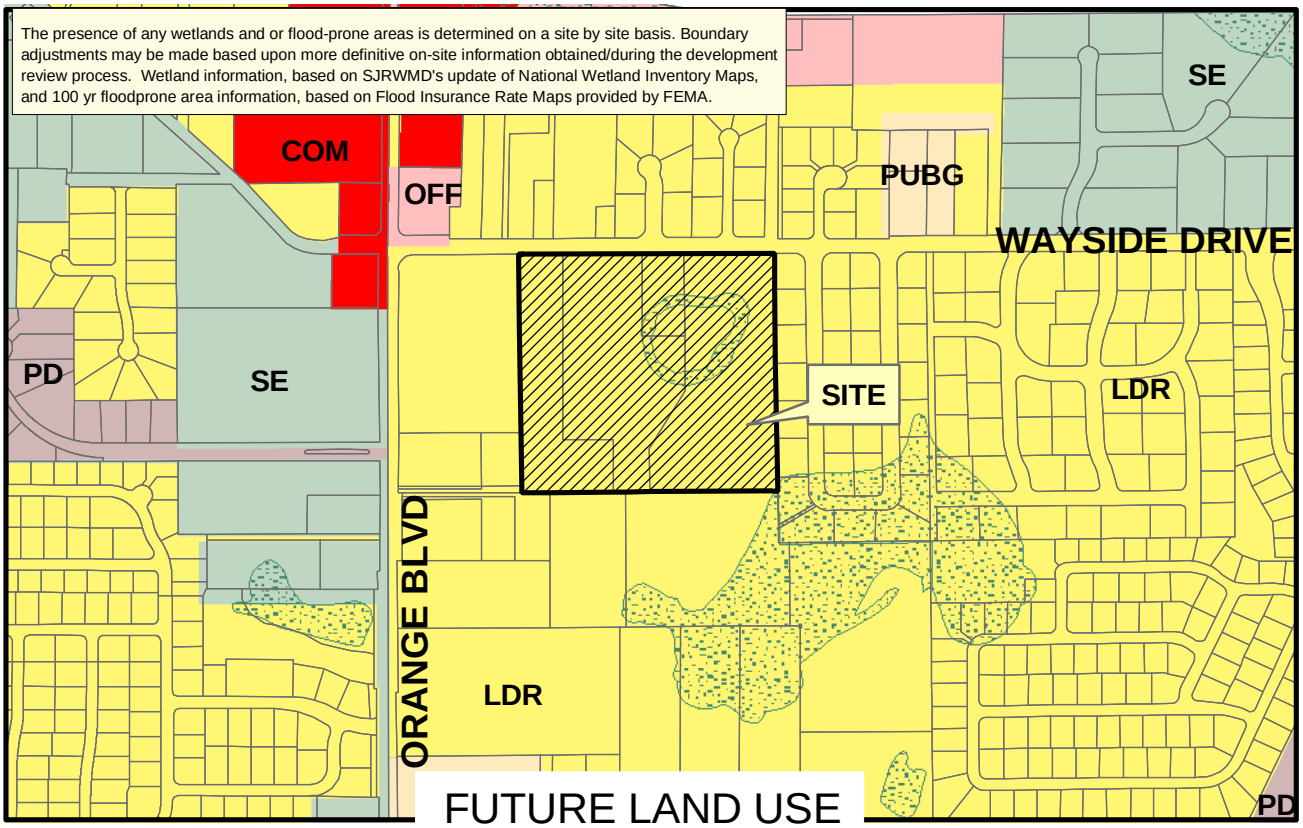
1. Location Map
2. Zoning and Land Use Amendment
3. Aerial Map
4. Third Revised and Restated Development Order
5. Developer Committment Agreement
6. Final Master Plan
7. Denial Development Order
8. Ordinance
9. Second Revised and Restated Development Order
10. Minutes

Additionally Reviewed By:

- [x] County Attorney Review (Kathleen Furey-Tran)



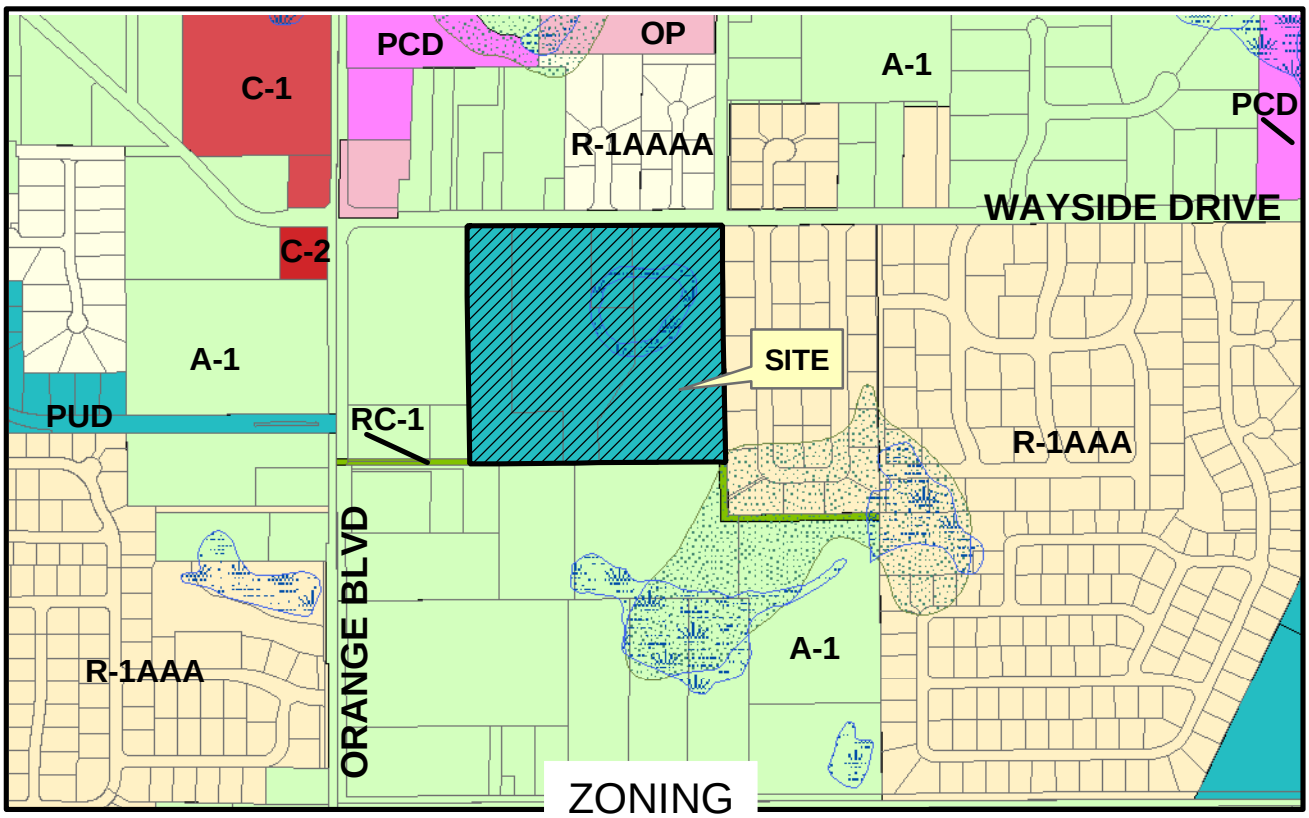
filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2007-014 sitemap.mxd 03/21/07



Site ····· Municipality LDR COM OFF SE PD PUBG CONS

Applicant: Ligonier Ministries Inc; Guy Rizzo, agent
Physical STR: 30-19-30
Gross Acres: 35.54 +/- BCC District: 5
Existing Use: PUD
Special Notes: Final Master Plan

	Amend/ Rezone#	From	To
FLU	---	---	---
Zoning	Z2007-014	PUD	PUD



A-1 R-1AAAA R-1AAA OP RC-1 C-1 C-2 PCD PUD
FP-1 W-1

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/amendments/z2007-014.mxd 03/05/07

Rezone No: Z2007-014
From: PUD To: PUD

Parcel
Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-014 adaer 03/05/07

SECOND REVISED AND RESTATED SPROUL BIBLE COLLEGE PUD DEVELOPMENT ORDER

The Second Revised and Restated Sproul Bible College PUD Development Order dated February 22, 2005 is hereby further revised on September 26, 2006 to read as follows:

Legal Description: The legal description of the PUD is attached hereto as Exhibit "A" ("Property").

(The aforedescribed legal description has been provided to Seminole County by the owners of the aforedescribed property.)

FINDINGS OF FACT

RETURN TO SANDY McCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06478 Pgs 0137 - 142; (6pgs)
CLERK'S # 2006179094
RECORDED 11/09/2006 03:04:07 PM
RECORDING FEES 52.50
RECORDED BY G Harford

Property Owner(s): Ligonier Ministries, Incorporated
400 Technology Park
Lake Mary, FL 33746

James M. and Ann Marie Campisi
5555 Wayside Drive
Sanford, FL 32771

Project Name: Sproul Bible College PUD.

Requested Development Approval: Rezoning from the PUD (Planned Unit Development District) zoning classification to the PUD (Planned Unit Development District) zoning classification and approval of the associated PUD preliminary master plan attached as Exhibit B.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owners of the property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carolyn Cohen
DEPUTY CLERK

Prepared by: Michael Rumer
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

1. The aforementioned application for development approval is **GRANTED.**
2. All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
3. The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners of the property are as follows:
   A. Development of the site shall consist of: (a) two (2) existing residential dwelling units, and accessory buildings, which may be converted to accommodate classrooms and space for administrative staff for the Bible College; and (b) an additional 11 single family detached residential dwelling units or a church use for future development.
   B. Development of single family residential dwelling units shall be consistent with the requirements and provisions of the R-1AA (Single Family Dwelling District) zoning classification.
   C. Minimum house size shall be 2,000 square feet living space.
   D. Enrollment at the Bible College shall be limited to no more than 70 students on campus.
   E. Hours of operation for Bible College classes shall be limited to 8:00 am to 8:00 pm, Monday through Friday and 9:00 am to 6:00 pm on Saturdays.
   F. Outdoor amplification of sound shall be prohibited.
   G. The overall look of the property shall remain residential in character.
   H. The site shall be served from Wayside Drive.
   I. The existing driveway along the eastern boundary of the site shall be limited to service delivery access and officers and directors of the corporation only. The driveway may be used by the owner of the existing residence until such time as the residence is converted into a building for the proposed Bible College.
   J. Dedicate property along Wayside Drive to create a minimum 40 foot half right-of-way.
   K. Provide a sidewalk along one side of internal roads to connect to sidewalk/pedestrian circulation system on the college campus.
   L. Install/restore, after any roadway improvements, the existing sidewalk along Wayside Drive the entire length of the property.
   M. Development to connect to Seminole County water and sewer service.
   N. All existing buildings shall comply with the Building Code.
   O. Potable water shall not be used for irrigation purposes.

P. As a method of enforcing Developer's voluntary agreement regarding rental properties within the proposed subdivision, Developer agrees to include a restriction on short term rentals (6 months or less) in the deed restrictions applicable to the property. The County shall have no obligation to enforce any deed restriction, including the one on short term rentals.

4. This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owners of the said property have expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
5. The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Carlton Henley
Carlton D. Henley, Chairman

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Ligonier Ministries, Incorporated, a Pennsylvania corporation, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions, and commitments set forth in this Development Order.

Bethanne Schreengost
Witness

Timothy A. Dick as President
Ligonier Ministries, Inc., a Pennsylvania corporation, by Timothy Dick, its President

Maureen E. Buchman
Witness

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ Timothy A. Dick who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of October, 2006.

Lillian H. Rozzi
My Commission DD237736
Expires November 25, 2007

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner's James M. and Ann Marie Campisi, on behalf of themselves and their heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions, and commitments set forth in this Development Order.

Witness

Witness

Witness

Witness

James M. Campisi

Ann Marie Campisi

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James M Campisi Ann Marie Campisi who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 2006.

Notary Public, in and for the County and State Aforementioned

GINGER D. PRESLEY
Notary Public - State of Florida
My Commission Expires Jan 8, 2010
Commission # DD 477736
Bonded by National Notary Assn.

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

From the NE corner of the SW 1/4 of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, run S89° 56' 00" W along the North line of said SW 1/4 a distance of 660 feet; Thence run S 00° 01' 36" W, parallel with the East line of said SW 1/4 a distance of 25 feet for a Point of Beginning; thence continue S 00° 01' 36" W, 1320 feet; Thence run N 89° 56' 00" E, 49 feet; thence run S 00° 01' 36" W, 426.43 feet to a point 880 feet North of the South line of said SW 1/4; Thence run S 89° 47' 56" W parallel with said South line 683.09 feet to a point 1040.2 feet East of the West line of said SW 1/4; Thence run N 00° 06' 34" W parallel with said West line 660 feet; Thence run N 89° 47' 56" E, 89.80 feet; Thence run N 00° 06' 34 W, 200 feet; Thence run N 32° 01' 25" E, 298.41 feet; Thence run N 00° 01' 36" E, 635 feet; Thence run N89° 56' 00" E, 388.3 feet to the Point of Beginning LESS THE SOUTH 660 FEET THEREOF

AND

Lots 1, 2, and 3 of Campisi Subdivision recorded in Plat Book 65 at page 85

LIGONIER MINISTRIES PUD
(fka Sproul Bible College)
FINAL MASTER PLAN DEVELOPER'S COMMITMENT AGREEMENT
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On May 22, 2007, the Board of County Commissioners of Seminole County, Florida and Ligonier Ministries, Incorporated executed the Developer's Commitment Agreement relating to and touching and concerning the following described property:

I. LEGAL DESCRIPTION

Legal description, see attached "Exhibit A"

The PUD Master Plan, a reduced copy of which is attached hereto as "Exhibit B", has been approved by the Board of County Commissioners of Seminole County, Florida concurrently with the approval of this Developer's Commitment Agreement.

II. PROPERTY OWNER(s)

Ligonier Ministries, Inc.; James M. and Ann Marie Campisi
(herein after referred to as the "Owners")

III. STATEMENT OF BASIC FACTS

A. Total Acreage: 27.06 acres

B. Zoning PUD (Planned Unit Development)

C. The development approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

D. The Owners of the Property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the Property.

IV. LAND USE BREAKDOWN

Tract	Use	Area	% of Site
A	Ligonier Academy of Theology	13.41 acres	49.6%
B	Saint Andrews Chapel	7.70 acres	28.5%
C	Parking	5.95 acres	21.9%
Total		27.06 acres	100%

V. FLOOR AREA

The total floor area shall be limited to 81,000 square feet and shall be limited as follows:

Building	Square Footage
Sanctuary (Parcel B)	25,000 sq. feet
Fellowship Hall (Parcel B)	25,000 sq. feet
College Buildings (Parcel A)	21,000 sq. feet
Accessory Buildings (Parcel A)	10,000 sq. feet

VI. OPEN SPACE CALCULATIONS

Open Space shall be provided at an overall rate of 25%, or a minimum of 6.77 acres throughout the entire PUD. Open Space (as listed below) is achieved through passive recreation and other green space in the PUD.

Maintenance of the Open Space shall be funded by the Owner.

Total Land Area:	27.06 acres
Open Space Required:	6.77 acres
Open Space Provided:	16.90 acres

Open Space Breakdown

Tract	Area	% of Site
A	7.45 acres	27.53%
B	2.88 acres	10.64%
C	3.61 acres	13.34%
Shadow Lake	2.95 acres	10.90%
Total	16.90 acres	62.41%

VII. BUILDING SETBACKS

A. Minimum Building Setbacks

Front Setback (Wayside Drive):	50’
Rear Setback:	30’
Side (Eastern Property Line):	100’
Side (Western Property Line):	30’

B. Maximum Building Height

The maximum building height as defined by the Seminole County Land Development Code shall be 46’ for the Church (Sanctuary). All other structures are limited to a building height of 35’.

VIII. **PERMITTED USES**

Permitted uses shall be a theological college, church and single-family residences.

IX. **LANDSCAPE & BUFFER CRITERIA**

A. 15-foot landscaped buffer on the eastern, western and southern boundaries of the property. 10-foot landscaped buffer on the northern boundary of the property.

B. A 6-foot hedge to reach 100% opacity within one-year of planting, 8 canopy and 4 sub-canopy trees located within the 15' landscaped buffer along the eastern boundary.

C. 4 canopy trees per 100' located within the landscaped buffer for the northern and western property boundaries. 6' hedge to reach 100% opacity within one-year of planting or 6' masonry wall located within the landscaped buffer for the northern and western property boundaries.

E. Existing hedges, trees and walls may be counted towards the landscaping requirements.

X. **ADDITIONAL COMMITMENTS**

A. The development shall comply with the Final Master Plan attached hereto as "Exhibit B", except that minor extensions, alterations or modifications of the Plan shall be permitted upon approval by the Planning Manager of Seminole County pursuant to the Land Development Code.

B. The development shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development. The development shall provide a sidewalk on at least one side of all internal roads.

C. The total gross building square footage for Parcel B shall not exceed 50,000 square feet.

D. Enrollment at the theological college shall be limited to no more than 70 students on campus.

E. Hours of operation for the theological college classes shall be limited to 8:00 am to 8:00 pm, Monday through Friday and 9:00 am to 6:00 pm on Saturdays. No classes are permitted to be held on Sunday.

F. Outdoor amplification of sound shall be prohibited.

G. The overall look of the property shall remain residential in character.

H. At least 50% of all on-site trees shall be preserved.

I. 25% common usable open space shall be provided consistent with the Seminole County Land Development Code.

J. Shadow Lake shall be amenitized consistent with the Seminole County Land Development Code Section 30.1344.

K. Access will be provided from Wayside Drive.

L. The existing driveway adjacent to the eastern property boundary of the site shall be limited to service delivery access, officers and directors of the corporation only. The driveway may be used by the owner of the existing residence until such time as the residence is converted into a building for the proposed theological college.

M. Dedication of 40 foot half right-of-way along Wayside Drive.

N. Install/restore, after any roadway improvements, the existing sidewalk along Wayside Drive for the entire length of the property.

O. Development shall connect to Seminole County water and sewer service and install reclaim. No potable water shall be used for irrigation purposes.

P. All existing buildings shall comply with the Building Code.

R. If the Owners decide to construct the 11 approved detached single-family residences instead of the church (Tract B) they must meet all of the requirements of the R-1AA zoning classification and the residences shall be at least 2,000 square feet in size. The single-family residences must include a restriction on short term rentals (6 months or less) in the deed restrictions applicable to the property and the County shall have no obligation to enforce any deed restrictions.

S. A cross access easement shall be provided on the western road for the parcel to south once the southern parcel is developed.

XI. **PUBLIC FACILITES**

The Owner has submitted the Property for concurrency review. Among conditions relating to concurrency public facilities are the following:

WATER:
Water service will be provided by Seminole County. Design of lines and fire hydrants shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

SANITARY SEWER:
Central sanitary sewer will be provided by Seminole County. Design of lines and pump stations shall conform to all Seminole County and Florida Department of Environmental Protection Standards.

STORM DRAINAGE:
Stormwater drainage treatment and storage for pre-post conditions are to be provided on-site according to Seminole County and St. John's River Water Management District's stormwater regulations.

FIRE PROTECTION:
The Owners shall install a fire hydrant at the site. Fire protection will by provided by Seminole County. Fire flow will be a minimum of 1,000 G.P.M. with 20 psi. Fire hydrant shall be located according to Seminole County regulation.

XII. **STANDARD PROVISIONS**

A. All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

B. This Developer's Commitment Agreement touches and concerns the aforedescribed property and the conditions, commitments and provisions of the Developer's Commitment Agreement shall perpetually burden, run with and follow the said property and be servitude upon and binding upon said property unless released in whole or in part by action of Seminole County by virtue of a document of equal dignity herewith. The Owners have expressly covenanted and agreed to this provision and all other terms and provisions of the development order.

C. The terms and provisions of the Developer's Commitment Agreement are not severable and in the event any portion of this Developer's Commitment Agreement shall be found to be invalid or illegal then the entire Developer's Commitment Agreement shall be null and void.

XIII. **INTERPRETATION: RELATIONSHIP TO FINAL MASTER PLAN AND DEVELOPER'S COMMITMENT AGREEMENT**

This Developer's Commitment Agreement is intended to summarize material provisions of the Final Master Plan of the Property approved concurrently herewith by the Board of County Commissioners of Seminole County. In the event of an inconsistency between this Developer's Commitment Agreement and the Final Master Plan, the terms and conditions of the Developers Commitment Agreement shall control. Furthermore, in the event of a conflict between the terms of the Developers Commitment Agreement and Development Order Number 06-21700004, the terms of the Development Order shall control.

DONE AND ORDERED ON THE DATE FIRST WRITTEN ABOVE.

ATTEST

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
MARY ANNE MORE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

BY: _____
Carlton D. Henley, Chairman

Date: _____

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, the Ligonier Ministries, Inc., on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

_____
Witness

_____

_____
Witness

_____

OWNERS:

_____
Tim Dick
President of Ligonier Ministries

Acknowledgement

STATE OF FLORIDA }
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____ who is personally known to me or who has produced their Driver's License as identification.

_____
Notary Public
Print Name:
My Commission expires:

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, James M. Campisi, on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:	OWNERS:
_____	_____
Witness	James M. Campisi
_____	
_____	
Witness	
_____	

Acknowledgement

STATE OF FLORIDA }
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____ who is personally known to me or who has produced their Driver's License as identification.

_____
Notary Public
Print Name:
My Commission expires:

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, Ann Marie Campisi, on behalf of itself and its heirs, successors, assigns and transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:	OWNERS:
_____	_____
Witness	Ann Marie Campisi
_____	
_____	
Witness	
_____	

Acknowledgement

STATE OF FLORIDA }
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____ who is personally known to me or who has produced their Driver's License as identification.

_____
Notary Public
Print Name:
My Commission expires:

EXHIBIT A
LEGAL DESCRIPTION

From the N.E. corner of the S.W. 1/4 of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, run S 89°56'00" W, along the North line of said S.W. 1/4 a distance of 660 feet; thence run S 00°01'36" W, parallel with the East line of said S.W. 1/4 a distance of 25 feet for a Point of Beginning; thence continue S 00°01'36" W, 1320 feet; thence run N 89°56'00" E 49 feet; thence run S 00°01'36" W, 426.43 feet to a point 880 feet North of the South line of said S.W. 1/4; thence run S 89°47'56" W parallel with said South line 683.09 feet to a point 1040.2 feet East of the West line of said S.W. 1/4; thence run N 00°06'34" W parallel with said West line 660 feet; thence run N 89°47'56" E, 89.80 feet; thence run N 00°06'34" W, 200 feet; thence run N 32°01'25" E, 298.41 feet; thence run N 00°01'36" E, 635 feet; thence run N 89°56'00" E, 388.3 feet to the Point of Beginning, LESS the South 660 feet, thereof, subject to a drainage easement over the South 20 feet of the North 520 feet of the East 300 feet of said parcel

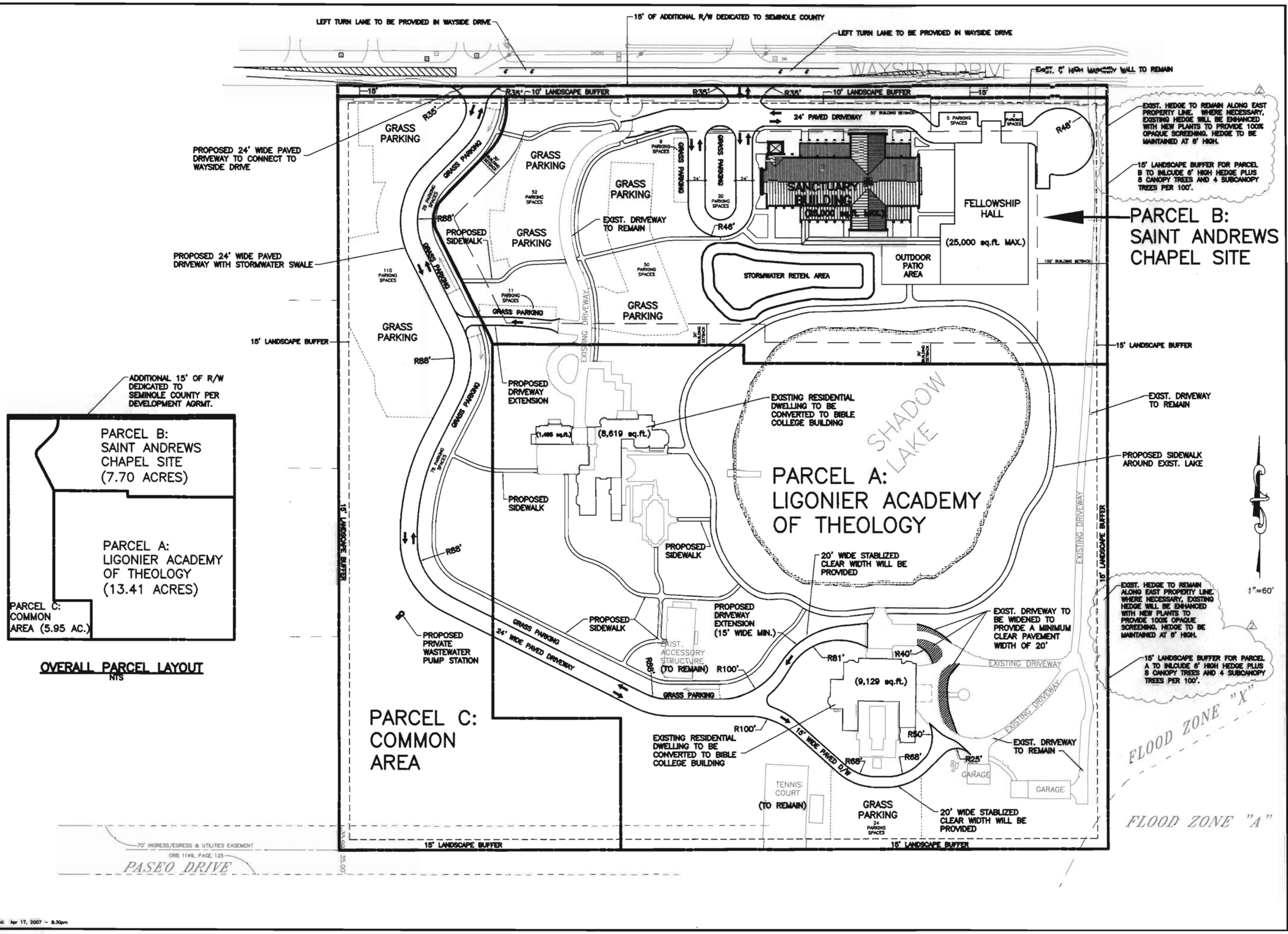
Containing 10.76 acres more or less.

AND
A tract of land being a portion of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 30; thence North 89° 56' 00" East along the North line of the Southwest 1/4 of Section 30 for a distance of 580.00 feet; thence South 00° 03' 46" East for a distance of 25.00 feet to the POINT OF BEGINNING; thence North 89° 56' 00" East along a line 25.00 feet South of and parallel to the North line of the Southwest 1/4 of Section 30 and along the South Right-of-Way of Wayside Drive for a distance of 710.32 feet; thence departing said Right-of-Way run South 00° 04' 24" West for a distance of 635.00 feet; thence South 31° 55' 42" West for a distance of 299.76 feet to a point being 1130.00 feet East of the West line of the Southwest 1/4 of Section 30 and 1740.00 feet North of the South line of the Southwest 1/4 of Section 30; thence South 00° 03' 46" East along a line parallel to said West line of the Southwest 1/4 of Section 30 for a distance of 200.00 feet; thence South 89° 51' 02" West parallel to said South line of the Southwest 1/4 of Section 30 for a distance of 550.00 feet; thence North 00° 03' 46" West parallel to the West line of the Southwest 1/4 of Section 30 for a distance 1090.02 feet to the POINT OF BEGINNING.

Containing 16.30 acres more or less.

EXHIBIT B
FINAL MASTER PLAN



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Plotted: Apr 17, 2007 - 8:30pm

AdvanTec Consulting Engineers
CERT. OF AUTHORIZATION #: 26285
P.O. BOX 5615
Winter Park, Florida 32793
Phone: 407.265.1200

Rev.	Date	Description	By
1	3/28/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM
2	4/11/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM

Ligonier Ministries
400 Technology Park
Lake Mary, Florida 32746

LIGONIER MINISTRIES PUD MASTER PLAN

MASTER LAND USE PLAN

Contractor shall verify all conditions on the job site & notify the Project Engineer of any variations from dimensions shown on these drawings before proceeding with any construction.

DESN. BY:	
DRAWN BY:	JAM
CHECKED BY:	
APPRVD. BY:	JAM
DATE:	02/12/07
JOB NO.:	LIM-001.01
DWG. FILE:	design base road-new3.dwg

SHEET NO.
C-3

PUD SITE DATA

+ TOTAL SITE AREA = 27.06 ACRES
+ EXISTING ZONING = PUD
+ PROPOSED ZONING = PUD
+ EXISTING LAND USE = LDR

+ SURROUNDING ZONING:
  NORTH: R-1AAAA
  SOUTH: A-1
  EAST: RC-1 AND R-1AAA
  WEST: A-1

+ SURROUNDING LAND USES: LDR (LOW DENSITY RESIDENTIAL) IN ALL DIRECTIONS; PLUS A CHURCH ON THE WEST SIDE OF THE SITE

+ OPEN SPACE REQUIRED (25% MINIMUM) = 6.86 ACRES, MINIMUM

+ OPEN SPACE PROVIDED = 17.088 ACRES (63.2%)

+ ON-SITE POND = APPROX. 2.95 ACRES (INCLUDED IN OPEN SPACE)

+ **PARCEL A:**

TOTAL AREA = 13.41 ACRES
EXISTING ZONING = PUD
PROPOSED ZONING = PUD
EXISTING LAND USE = LDR
PROPOSED USE = LIGONIER ACADEMY OF THEOLOGY (TO OCCUPY EXISTING RESIDENCES AND ACCESSORY BUILDINGS ON SITE)

OPEN SPACE DETERMINATION:

BUILDINGS/STRUCTURES:	41,393 sq.ft.
PAVEMENT:	44,988 sq.ft
STORMWATER SWALES/RETENTION:	18,340 sq.ft.
SIDEWALKS:	24,620 sq.ft.
GRASS PARKING AREAS:	17,656 sq.ft.
POND (SHADOW LAKE):	112,553 sq.ft.
REMAINING TOTAL OPEN SPACE:	324,590 sq.ft. (7.452 acres)
TOTAL PARCEL AREA:	584,140 sq.ft. (13.41 acres)

+ **PARCEL B:**

TOTAL AREA = 7.70 ACRES
EXISTING ZONING = PUD
PROPOSED ZONING = PUD
EXISTING LAND USE = LDR
PROPOSED USE = SAINT ANDREWS CHAPEL (1,300 SEAT CAPACITY) SITE HAVING MULTIPLE BUILDINGS WITH THE TOTAL GROSS BUILDING AREA NOT TO EXCEED 50,000 SQ.FT.

BUILDING SETBACKS:
FRONT (WAYSIDE DRIVE) = 50 FT
EAST SIDE = 100 FT
WEST SIDE = 30 FT
REAR = 30 FT

BUILDING HEIGHT:
SANCTUARY BUILDING, PEAK OF MAIN ROOF LINE – 52' ABOVE F.F.
SANCTUARY BUILDING, MAX. HEIGHT OF SANCTUARY AS DEFINED BY SECTION 2.3 OF SCLDC – 45'-9" ABOVE F.F.

OPEN SPACE DETERMINATION:

BUILDINGS/STRUCTURES:	50,000 sq.ft.
PAVEMENT:	45,763 sq.ft.
STORMWATER SWALES/RETENTION:	29,204 sq.ft.
SIDEWALKS:	22,579 sq.ft.
GRASS PARKING AREAS:	46,132 sq.ft.
POND (SHADOW LAKE):	15,957 sq.ft.
REMAINING TOTAL OPEN SPACE:	125,777 sq.ft. (2.887 acres)
TOTAL PARCEL AREA:	335,412 sq.ft. (7.70 acres)

+ **PARCEL C:**

TOTAL AREA = 5.95 ACRES
EXISTING ZONING = PUD
PROPOSED ZONING = PUD
EXISTING LAND USE = LDR
PROPOSED USE = OPEN SPACE WITH SHARED GRASS PARKING AND ROADWAY TO SOUTHERN AREA OF PARCEL A

OPEN SPACE DETERMINATION:

PAVEMENT:	21,732 sq.ft.
STORMWATER SWALES/RETENTION:	17,800 sq.ft.
SIDEWALKS:	4,476 sq.ft.
GRASS PARKING AREAS:	57,873 sq.ft.
REMAINING TOTAL OPEN SPACE:	157,301 sq.ft. (3.611 acres)
TOTAL PARCEL AREA:	259,182 sq.ft. (5.95 acres)

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Plotted: Apr 17, 2007 - 9:48pm

ESTIMATED NUMBER OF VEHICLE TRIPS:

LIGONIER ACADEMY OF THEOLOGY:

2.38 TRIPS PER DAY PER STUDENT (INCLUDES ADMINISTRATION)

NUMBER OF STUDENTS = 70

70 STUDENTS x 2.38 = 166.6 TRIPS

TOTAL TRIPS = 214.2 TOTAL DAILY TRIPS

SAINT ANDREWS CHAPEL, SUNDAY SERVICE:

36.63 DAILY TRIPS PER DAY PER 1,000 GROSS SQ.FT.; AND 9.49 PEAK TRIPS PER 1,000 GROSS SQ.FT.

MAXIMUM GROSS CHAPEL SQ.FT. = 25,000 SQ.FT.

AVERAGE DAILY TRIPS = 25.0 x 36.63 = 915.8 TRIPS

PEAK HOUR TRIPS = 25.0 x 9.49 = 237.3 TRIPS

UTILITIES INFORMATION:

WATER: SEMINOLE COUNTY
ESTIMATED WATER USE = 8,420 GALLONS PER DAY (GPD)

SEWER: SEMINOLE COUNTY
ESTIMATED SEWER FLOW = 7,100 GPD

FIRE PROTECTION: SEMINOLE COUNTY

SOLID WASTE DISPOSAL: SEMINOLE COUNTY

PARKING CALCULATIONS:

PARCEL A – LIGONIER ACADEMY OF THEOLOGY:

REQUIRED NUMBER OF PARKING SPACES: THIS LAND USE TYPE COULD NOT BE FOUND IN SEMINOLE COUNTY LDC, THEREFORE IT HAS BEEN ASSUMED THAT 1 SPACE IS REQUIRED FOR EACH STUDENT, FACULTY, AND ADMINISTRATION STAFF

NUMBER OF STUDENTS = 70
NUMBER OF ADMIN. & FACULTY = 20

OF SPACES REQUIRED = 70 + 20 = 90 PARKING SPACES
OF SPACES PROVIDED = 90 SPACES (SPACES PROVIDED AS GRASS PARKING SPACES LOCATED IN PARCELS A & C)

PARCEL B – SAINT ANDREWS CHAPEL:

REQUIRED NUMBER OF PARKING SPACES: PER SEMINOLE COUNTY LDC, ONE PARKING SPACE IS REQUIRED FOR EACH 5 SEATS IN THE CHAPEL.

NUMBER OF SEATS IN SAINT ANDREWS CHAPEL = 1,402

OF SPACES REQUIRED = 1,402 SEATS/ 5 = 281 PARKING SPACES

OF SPACES PROVIDED = 300 SPACES (SPACES PROVIDED AS GRASS PARKING SPACES LOCATED IN PARCELS B & C, PLUS THE REQUIRED NUMBER OF PAVED PARKING SPACES FOR HANDICAP ACCESS ADJACENT TO THE BUILDINGS).

PARCEL C – COMMON AREA:

NO PARKING SPACES REQUIRED

RECREATIONAL USES:

+ THE EXISTING POOL AT EACH OF THE EXISTING RESIDENTIAL DWELLINGS WILL BE MAINTAINED FOR RECREATIONAL USE FOR THE LIGONIER ACADEMY OF THEOLOGY.

+ ALL OPEN SPACE IS INTENDED TO BE USED AS RECREATIONAL SPACE.

ACCESSIBILITY NOTES:

+ ALL STRUCTURES THAT ARE REQUIRED TO BE ACCESSIBLE SHALL HAVE AN ACCESSIBLE ROUTE FROM THE ACCESSIBLE PARKING SPACES TO THE ACCESSIBLE ENTRANCE TO THE BUILDING.

+ THERE SHALL BE AT LEAST ONE ACCESSIBLE ROUTE CONNECTING ALL ACCESSIBLE BUILDINGS, FACILITIES, ELEMENTS, AND SPACES ON THE SITE.

+ THE LOCATION OF ACCESSIBLE PARKING SPACES, LOADING ZONES, SIDEWALKS, AND EXIT RAMPS, SHALL MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE AND FEDERAL ADA GUIDELINES.

PUBLIC SAFETY, FIRE LOSS NOTES:

+ A FIRE HYDRANT SHALL BE LOCATED WITHIN 200 FEET OF ANY CHURCH OR ACADEMY BUILDING.

+ ALL PROPOSED ROADS SHALL HAVE THE CAPABILITY TO SUPPORT FIRE FIGHTING APPARATUS.

TRAFFIC NOTES:

+ AN ADDITIONAL 15 FT. OF RIGHT-OF-WAY SHALL BE DEDICATED ALONG PROPERTY FRONTAGE IF NECESSARY TO ACCOMODATE REQUIRED OFF-SITE IMPROVEMENTS.

STORMWATER RETENTION NOTES:

+ RETENTION SHALL BE DESIGNED PER SEMINOLE COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RULES

GENERAL NOTES:

+ THE LIGONIER ACADEMY OF THEOLOGY CAPACITY SHALL BE CAPPED AT 70 STUDENTS.

+ HOURS OF OPERATION FOR THE ACADEMY SHALL BE LIMITED TO 8:00 AM TO 8:00 PM MONDAY THROUGH FRIDAY, AND 9:00 AM TO 6:00 PM ON SATURDAYS

+ THERE SHALL BE NO LIGONIER ACADEMY CLASSES HELD ON SUNDAY.

+ ALL EXISTING BUILDINGS SHALL COMPLY WITH THE CURRENT BUILDING CODE.

+ A SIDEWALK WILL BE PROVIDED ON ONE SIDE OF ALL INTERNAL ROADS.

+ THE EXISTING DRIVEWAY ALONG THE EASTERN BOUNDARY OF THE SITE SHALL BE LIMITED TO SERVICE DELIVERY ACCESS AND OFFICERS AND DIRECTORS OF THE CORPORATION ONLY. THE DRIVEWAY MAY BE USED BY THE OWNER OF THE EXISTING RESIDENCE UNTIL SUCH TIME AS THE RESIDENCE IS CONVERTED INTO A BUILDING FOR THE PROPOSED BIBLE COLLEGE.

+ OUTDOOR AMPLIFICATION OF SOUND SHALL BE PROHIBITED.

+ THE OVERALL LOOK OF THE PROPERTY SHALL REMAIN RESIDENTIAL IN CHARACTER

LAND USE SUMMARY FOR ENTIRE PUD

LAND USE TYPE	AREA (sq.ft.)	AREA (acres)	% OF TOTAL SITE
BUILDINGS	91,383	2.098	7.8
DRIVEWAYS, PAVEMENT	112,483	2.582	9.5
SIDEWALKS *	51,675	1.186	3.7
GRASS PARKING	121,661	2.793	10.3
STORMWATER RETENTION	65,344	1.500	5.5
TOTAL OPEN SPACE **	736,178	16.900	63.2
TOTALS FOR ENTIRE PUD	**1,178,734**	**27.06**	**100**

* INCLUDES EXIST. TENNIS COURT
** INCLUDES EXIST. POND (SHADOW LAKE)

AdvanTec Consulting Engineers
CERT. OF AUTHORIZATION #: 26285
P.O. BOX 5615
Winter Park, Florida 32793
Phone: 407.265.1200

Rev.	Date	Description	By
1	3/26/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM
2	4/14/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM

Ligonier Ministries
400 Technology Park
Lake Mary, Florida 32746

LIGONIER MINISTRIES
PUD MASTER PLAN

SITE DATA SHEET

Contractor shall verify all conditions on the job site & notify the Project Engineer of any variations from dimensions shown on these drawings before proceeding with any construction.

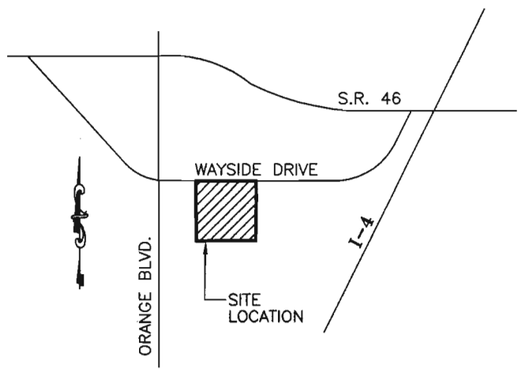
DESN. BY:	
DRAWN BY:	JAM
CHECKED BY:	
APPRVD. BY:	JAM
DATE:	02/12/07
JOB NO.:	LIM-001.01
DWG. FILE:	C-4.dwg

SHEET NO.
C-4

FINAL MASTER PLAN

FOR

LIGONIER MINISTRIES PUD



VICINITY MAP

N.T.S.

APPLICANT / OWNER:

LIGONIER MINISTRIES
400 Technology Park
Lake Mary, Florida 32746

SHEET INDEX

SHEET NAME	SHEET #
COVER SHEET	C-1
EXISTING SITE CONDITIONS	C-2
MASTER LAND USE PLAN	C-3
SITE DATA SHEET	C-4
MASTER UTILITIES PLAN	C-5
SITE AERIAL	C-6

PREPARATION AND REVISION DATES

	DATE	COMMENT
PREPARED	FEB. 22, 2007	FIRST SUBMITTAL
REVISION No. 1	MAR. 26, 2007	SECOND SUBMITTAL (FIRST REVISION)
REVISION No. 2	APR. 16, 2007	THIRD SUBMITTAL (SECOND REVISION)

ENGINEER:

AdvanTec
Consulting Engineers

CERT. OF AUTHORIZATION #: 26285

P.O. BOX 5615
Winter Park, Florida 32793
Phone: 407.265.1200
Fax: 407.571.4090
email: jmargio@advanteceng.com

THIS SET OF PLANS IS REDUCED IN SIZE AND SCALES ARE NOT AS NOTED ON THE INDIVIDUAL PLAN SHEETS.

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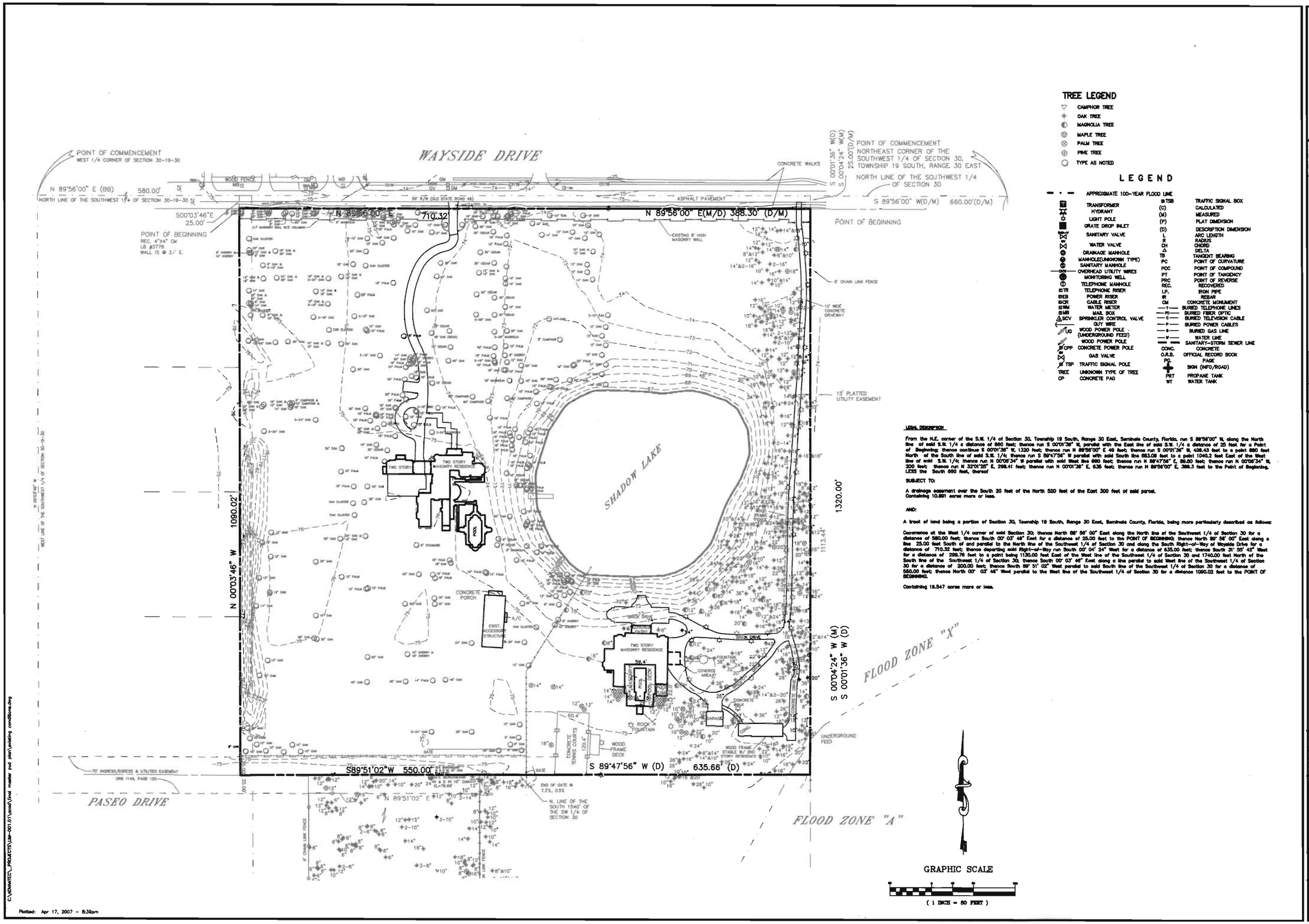
Plotted: Apr 17, 2007 - 8:37pm



TREE LEGEND

- CAMPHOR TREE
- OAK TREE
- MAGNOLIA TREE
- MAPLE TREE
- PALM TREE
- PINE TREE
- TYPE AS NOTED

LEGEND

APPROXIMATE 100-YEAR FLOOD LINE			
TR	TRANSFORMER	TSB	TRAFFIC SIGNAL BOX
HY	HYDRANT	(C)	CALCULATED
LP	LIGHT POLE	(M)	MEASURED
GDI	GRATE DROP INLET	(P)	PLAT DIMENSION
SV	SANITARY VALVE	(D)	DESCRIPTION DIMENSION
WV	WATER VALVE	L	ARC LENGTH
DM	DRAINAGE MANHOLE	R	RADIUS
MH	MANHOLE(UNKNOWN TYPE)	CH	CHORD
SM	SANITARY MANHOLE	Δ	DELTA
OHU	OVERHEAD UTILITY WIRES	TB	TANGENT BEARING
MW	MONITORING WELL	PC	POINT OF CURVATURE
TM	TELEPHONE MANHOLE	POC	POINT OF COMPOUND
TR	TELEPHONE RISER	PT	POINT OF TANGENCY
PR	POWER RISER	PRC	POINT OF REVERSE
CR	CABLE RISER	REC.	RECOVERED
WM	WATER METER	I.P.	IRON PIPE
MB	MAIL BOX	IR	REBAR
SCV	SPRINKLER CONTROL VALVE	CM	CONCRETE MONUMENT
	GUY WIRE	—T—	BURIED TELEPHONE LINES
UG	WOOD POWER POLE (UNDERGROUND FEED)	—FO—	BURIED FIBER OPTIC
	WOOD POWER POLE	—C—	BURIED TELEVISION CABLE
CPP	CONCRETE POWER POLE	—P—	BURIED POWER CABLES
GV	GAS VALVE	—G—	BURIED GAS LINE
TSP	TRAFFIC SIGNAL POLE	—W—	WATER LINE
TREE	UNKNOWN TYPE OF TREE	—S—	SANITARY-STORM SEWER LINE
CP	CONCRETE PAD	CONC.	CONCRETE
		O.R.B.	OFFICIAL RECORD BOOK
		PG.	PAGE
			SIGN (INFO/ROAD)
		PRT	PROPANE TANK
		WT	WATER TANK

LEGAL DESCRIPTION

From the N.E. corner of the S.W. 1/4 of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, run S 89°56'00" W, along the North line of said S.W. 1/4 a distance of 660 feet; thence run S 00°01'36" W, parallel with the East line of said S.W. 1/4 a distance of 25 feet for a Point of Beginning; thence continue S 00°01'36" W, 1320 feet; thence run N 89°56'00" E 40 feet; thence run S 00°01'36" W, 438.43 feet to a point 880 feet North of the South line of said S.W. 1/4; thence run S 89°47'56" W parallel with said South line 683.08 feet to a point 1040.2 feet East of the West line of said S.W. 1/4; thence run N 00°08'34" W parallel with said West line 880 feet; thence run N 89°47'56" E, 86.50 feet; thence run N 00°08'34" W, 200 feet; thence run N 32°01'25" E, 298.41 feet; thence run N 00°01'36" E, 635 feet; thence run N 89°56'00" E, 388.3 feet to the Point of Beginning, LESS the South 660 feet, thereof

SUBJECT TO:

A drainage easement over the South 20 feet of the North 520 feet of the East 300 feet of said parcel.
Containing 10.891 acres more or less.

AND:

A tract of land being a portion of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 30; thence North 89° 56' 00" East along the North line of the Southwest 1/4 of Section 30 for a distance of 580.00 feet; thence South 00° 03' 46" East for a distance of 25.00 feet to the POINT OF BEGINNING; thence North 89° 56' 00" East along a line 25.00 feet South of and parallel to the North line of the Southwest 1/4 of Section 30 and along the South Right-of-Way of Wayside Drive for a distance of 710.32 feet; thence departing said Right-of-Way run South 00° 04' 24" West for a distance of 635.00 feet; thence South 31° 55' 40" West for a distance of 292.76 feet to a point being 1130.00 feet East of the West line of the Southwest 1/4 of Section 30 and 1740.00 feet North of the South line of the Southwest 1/4 of Section 30; thence South 00° 03' 46" East along a line parallel to said West line of the Southwest 1/4 of Section 30 for a distance of 200.00 feet; thence South 89° 51' 02" West parallel to said South line of the Southwest 1/4 of Section 30 for a distance of 550.00 feet; thence North 00° 03' 46" West parallel to the West line of the Southwest 1/4 of Section 30 for a distance 1090.02 feet to the POINT OF BEGINNING.

Containing 18.547 acres more or less.

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Plotted: Apr 17, 2007 - 8:39pm

AdvanTec
Consulting Engineers
CERT. OF AUTHORIZATION #: 26285
P.O. BOX 5615
Winter Park, Florida 32793
Phone: 407.265.1200

Rev.	Date	Description	By

Ligonier Ministries
400 Technology Park
Lake Mary, Florida 32746

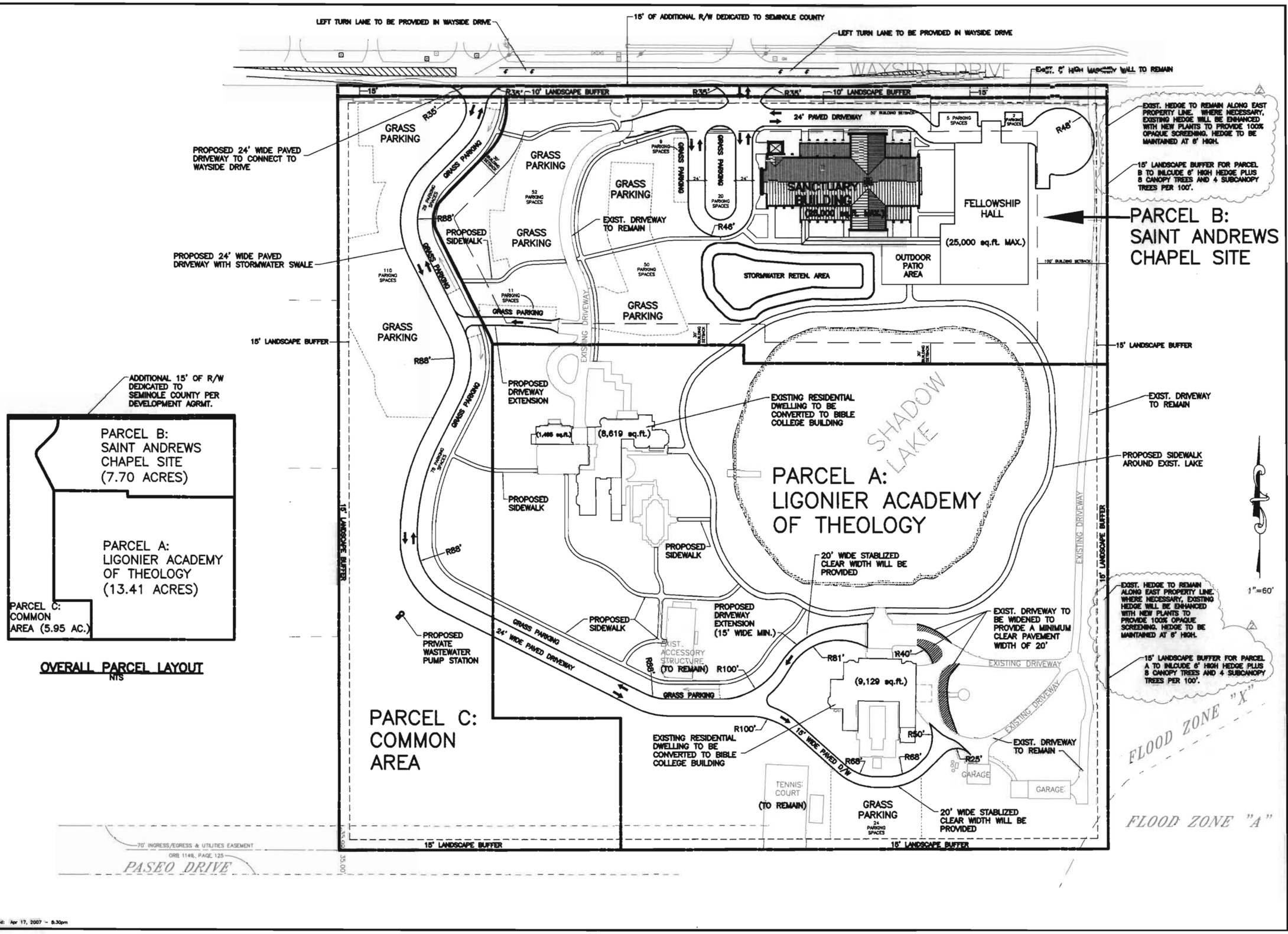
LIGONIER MINISTRIES
PUD MASTER PLAN

EXISTING SITE CONDITIONS

Contractor shall verify all conditions on the job site & notify the Project Engineer of any variations from dimensions shown on these drawings before proceeding with any construction.

DESN. BY:	JAM
DRAWN BY:	JAM
CHECKED BY:	MSB
APPRVD. BY:	MSB
DATE:	06/14/06
JOB NO.:	LIM-001.01
DWG. FILE:	existing conditions.dwg

SHEET NO.
C-2



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Plotted: Apr 17, 2007 - 8:30pm

AdvanTec Consulting Engineers
CERT. OF AUTHORIZATION #: 26285
P.O. BOX 5615
Winter Park, Florida 32793
Phone: 407.265.1200

Rev.	Date	Description	By
1	3/28/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM
2	4/11/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM

Ligonier Ministries
400 Technology Park
Lake Mary, Florida 32746

LIGONIER MINISTRIES PUD MASTER PLAN

MASTER LAND USE PLAN

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DRAWN BY:	JAM
CHECKED BY:	
APPRVD. BY:	JAM
DATE:	02/12/07
JOB NO.:	LIM-001.01
DWG. FILE:	design base road-new3.dwg

SHEET NO.
C-3

PUD SITE DATA

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  SOUTH: A-1
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GRASS PARKING AREAS:	17,656 sq.ft.
POND (SHADOW LAKE):	112,553 sq.ft.
REMAINING TOTAL OPEN SPACE:	324,590 sq.ft. (7.452 acres)
TOTAL PARCEL AREA:	584,140 sq.ft. (13.41 acres)

+ **PARCEL B:**

TOTAL AREA = 7.70 ACRES
EXISTING ZONING = PUD
PROPOSED ZONING = PUD
EXISTING LAND USE = LDR
PROPOSED USE = SAINT ANDREWS CHAPEL (1,300 SEAT CAPACITY) SITE HAVING MULTIPLE BUILDINGS WITH THE TOTAL GROSS BUILDING AREA NOT TO EXCEED 50,000 SQ.FT.

BUILDING SETBACKS:
FRONT (WAYSIDE DRIVE) = 50 FT
EAST SIDE = 100 FT
WEST SIDE = 30 FT
REAR = 30 FT

BUILDING HEIGHT:
SANCTUARY BUILDING, PEAK OF MAIN ROOF LINE – 52' ABOVE F.F.
SANCTUARY BUILDING, MAX. HEIGHT OF SANCTUARY AS DEFINED BY SECTION 2.3 OF SCLDC – 45'-9" ABOVE F.F.

OPEN SPACE DETERMINATION:

BUILDINGS/STRUCTURES:	50,000 sq.ft.
PAVEMENT:	45,763 sq.ft.
STORMWATER SWALES/RETENTION:	29,204 sq.ft.
SIDEWALKS:	22,579 sq.ft.
GRASS PARKING AREAS:	46,132 sq.ft.
POND (SHADOW LAKE):	15,957 sq.ft.
REMAINING TOTAL OPEN SPACE:	125,777 sq.ft. (2.887 acres)
TOTAL PARCEL AREA:	335,412 sq.ft. (7.70 acres)

+ **PARCEL C:**

TOTAL AREA = 5.95 ACRES
EXISTING ZONING = PUD
PROPOSED ZONING = PUD
EXISTING LAND USE = LDR
PROPOSED USE = OPEN SPACE WITH SHARED GRASS PARKING AND ROADWAY TO SOUTHERN AREA OF PARCEL A

OPEN SPACE DETERMINATION:

PAVEMENT:	21,732 sq.ft.
STORMWATER SWALES/RETENTION:	17,800 sq.ft.
SIDEWALKS:	4,476 sq.ft.
GRASS PARKING AREAS:	57,873 sq.ft.
REMAINING TOTAL OPEN SPACE:	157,301 sq.ft. (3.611 acres)
TOTAL PARCEL AREA:	259,182 sq.ft. (5.95 acres)

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Plotted: Apr 17, 2007 - 9:48pm

ESTIMATED NUMBER OF VEHICLE TRIPS:

LIGONIER ACADEMY OF THEOLOGY:

2.38 TRIPS PER DAY PER STUDENT (INCLUDES ADMINISTRATION)

NUMBER OF STUDENTS = 70

70 STUDENTS x 2.38 = 166.6 TRIPS

TOTAL TRIPS = 214.2 TOTAL DAILY TRIPS

SAINT ANDREWS CHAPEL, SUNDAY SERVICE:

36.63 DAILY TRIPS PER DAY PER 1,000 GROSS SQ.FT.; AND 9.49 PEAK TRIPS PER 1,000 GROSS SQ.FT.

MAXIMUM GROSS CHAPEL SQ.FT. = 25,000 SQ.FT.

AVERAGE DAILY TRIPS = 25.0 x 36.63 = 915.8 TRIPS

PEAK HOUR TRIPS = 25.0 x 9.49 = 237.3 TRIPS

UTILITIES INFORMATION:

WATER: SEMINOLE COUNTY
ESTIMATED WATER USE = 8,420 GALLONS PER DAY (GPD)

SEWER: SEMINOLE COUNTY
ESTIMATED SEWER FLOW = 7,100 GPD

FIRE PROTECTION: SEMINOLE COUNTY

SOLID WASTE DISPOSAL: SEMINOLE COUNTY

PARKING CALCULATIONS:

PARCEL A – LIGONIER ACADEMY OF THEOLOGY:

REQUIRED NUMBER OF PARKING SPACES: THIS LAND USE TYPE COULD NOT BE FOUND IN SEMINOLE COUNTY LDC, THEREFORE IT HAS BEEN ASSUMED THAT 1 SPACE IS REQUIRED FOR EACH STUDENT, FACULTY, AND ADMINISTRATION STAFF

NUMBER OF STUDENTS = 70
NUMBER OF ADMIN. & FACULTY = 20

OF SPACES REQUIRED = 70 + 20 = 90 PARKING SPACES
OF SPACES PROVIDED = 90 SPACES (SPACES PROVIDED AS GRASS PARKING SPACES LOCATED IN PARCELS A & C)

PARCEL B – SAINT ANDREWS CHAPEL:

REQUIRED NUMBER OF PARKING SPACES: PER SEMINOLE COUNTY LDC, ONE PARKING SPACE IS REQUIRED FOR EACH 5 SEATS IN THE CHAPEL.

NUMBER OF SEATS IN SAINT ANDREWS CHAPEL = 1,402

OF SPACES REQUIRED = 1,402 SEATS/ 5 = 281 PARKING SPACES

OF SPACES PROVIDED = 300 SPACES (SPACES PROVIDED AS GRASS PARKING SPACES LOCATED IN PARCELS B & C, PLUS THE REQUIRED NUMBER OF PAVED PARKING SPACES FOR HANDICAP ACCESS ADJACENT TO THE BUILDINGS).

PARCEL C – COMMON AREA:

NO PARKING SPACES REQUIRED

RECREATIONAL USES:

+ THE EXISTING POOL AT EACH OF THE EXISTING RESIDENTIAL DWELLINGS WILL BE MAINTAINED FOR RECREATIONAL USE FOR THE LIGONIER ACADEMY OF THEOLOGY.

+ ALL OPEN SPACE IS INTENDED TO BE USED AS RECREATIONAL SPACE.

ACCESSIBILITY NOTES:

+ ALL STRUCTURES THAT ARE REQUIRED TO BE ACCESSIBLE SHALL HAVE AN ACCESSIBLE ROUTE FROM THE ACCESSIBLE PARKING SPACES TO THE ACCESSIBLE ENTRANCE TO THE BUILDING.

+ THERE SHALL BE AT LEAST ONE ACCESSIBLE ROUTE CONNECTING ALL ACCESSIBLE BUILDINGS, FACILITIES, ELEMENTS, AND SPACES ON THE SITE.

+ THE LOCATION OF ACCESSIBLE PARKING SPACES, LOADING ZONES, SIDEWALKS, AND EXIT RAMPS, SHALL MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE AND FEDERAL ADA GUIDELINES.

PUBLIC SAFETY, FIRE LOSS NOTES:

+ A FIRE HYDRANT SHALL BE LOCATED WITHIN 200 FEET OF ANY CHURCH OR ACADEMY BUILDING.

+ ALL PROPOSED ROADS SHALL HAVE THE CAPABILITY TO SUPPORT FIRE FIGHTING APPARATUS.

TRAFFIC NOTES:

+ AN ADDITIONAL 15 FT. OF RIGHT-OF-WAY SHALL BE DEDICATED ALONG PROPERTY FRONTAGE IF NECESSARY TO ACCOMODATE REQUIRED OFF-SITE IMPROVEMENTS.

STORMWATER RETENTION NOTES:

+ RETENTION SHALL BE DESIGNED PER SEMINOLE COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT RULES

GENERAL NOTES:

+ THE LIGONIER ACADEMY OF THEOLOGY CAPACITY SHALL BE CAPPED AT 70 STUDENTS.

+ HOURS OF OPERATION FOR THE ACADEMY SHALL BE LIMITED TO 8:00 AM TO 8:00 PM MONDAY THROUGH FRIDAY, AND 9:00 AM TO 6:00 PM ON SATURDAYS

+ THERE SHALL BE NO LIGONIER ACADEMY CLASSES HELD ON SUNDAY.

+ ALL EXISTING BUILDINGS SHALL COMPLY WITH THE CURRENT BUILDING CODE.

+ A SIDEWALK WILL BE PROVIDED ON ONE SIDE OF ALL INTERNAL ROADS.

+ THE EXISTING DRIVEWAY ALONG THE EASTERN BOUNDARY OF THE SITE SHALL BE LIMITED TO SERVICE DELIVERY ACCESS AND OFFICERS AND DIRECTORS OF THE CORPORATION ONLY. THE DRIVEWAY MAY BE USED BY THE OWNER OF THE EXISTING RESIDENCE UNTIL SUCH TIME AS THE RESIDENCE IS CONVERTED INTO A BUILDING FOR THE PROPOSED BIBLE COLLEGE.

+ OUTDOOR AMPLIFICATION OF SOUND SHALL BE PROHIBITED.

+ THE OVERALL LOOK OF THE PROPERTY SHALL REMAIN RESIDENTIAL IN CHARACTER

LAND USE SUMMARY FOR ENTIRE PUD

LAND USE TYPE	AREA (sq.ft.)	AREA (acres)	% OF TOTAL SITE
BUILDINGS	91,383	2.098	7.8
DRIVEWAYS, PAVEMENT	112,483	2.582	9.5
SIDEWALKS *	51,675	1.186	3.7
GRASS PARKING	121,661	2.793	10.3
STORMWATER RETENTION	65,344	1.500	5.5
TOTAL OPEN SPACE **	736,178	16.900	63.2
TOTALS FOR ENTIRE PUD	**1,178,734**	**27.06**	**100**

* INCLUDES EXIST. TENNIS COURT
** INCLUDES EXIST. POND (SHADOW LAKE)

AdvanTec Consulting Engineers
CERT. OF AUTHORIZATION #: 26285
P.O. BOX 5615
Winter Park, Florida 32793
Phone: 407.265.1200

Rev.	Date	Description	By
1	3/26/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM
2	4/14/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM

Ligonier Ministries
400 Technology Park
Lake Mary, Florida 32746

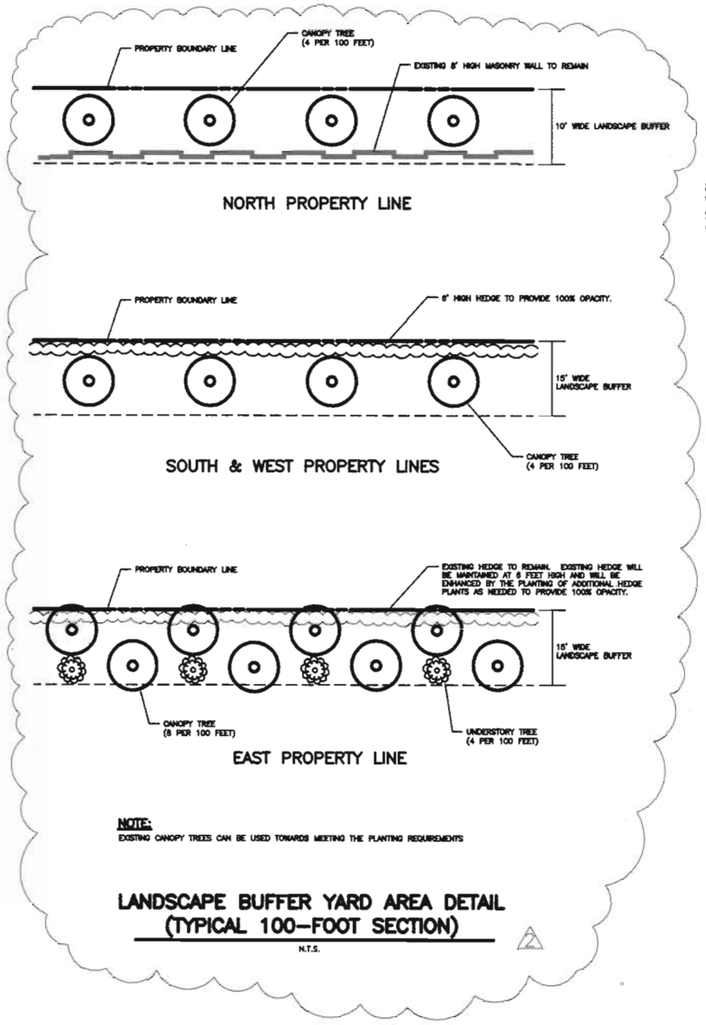
LIGONIER MINISTRIES
PUD MASTER PLAN

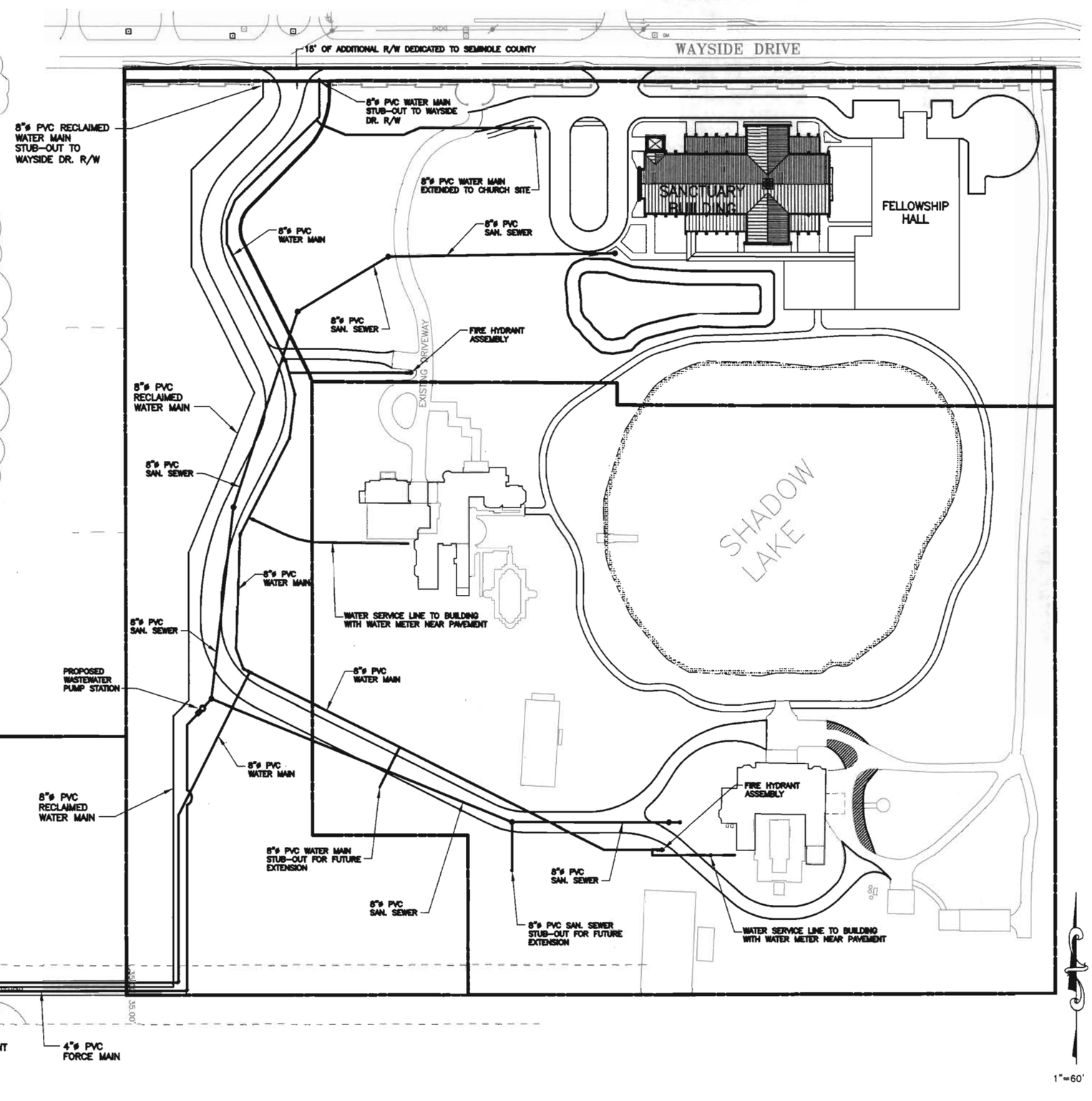
SITE DATA SHEET

Contractor shall verify all conditions on the job site & notify the Project Engineer of any variations from dimensions shown on these drawings before proceeding with any construction.

DESN. BY:	
DRAWN BY:	JAM
CHECKED BY:	
APPRVD. BY:	JAM
DATE:	02/12/07
JOB NO.:	LIM-001.01
DWG. FILE:	C-4.dwg

SHEET NO.
C-4





Plotted: Apr 17, 2007 - 8:32pm

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AdvanTec Consulting Engineers
CERT. OF AUTHORIZATION #: 26285
P.O. BOX 5615
Winter Park, Florida 32793
Phone: 407.265.1200

Rev.	Date	Description	By
1	3/28/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM
2	4/14/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM

Ligonier Ministries
400 Technology Park
Lake Mary, Florida 32746

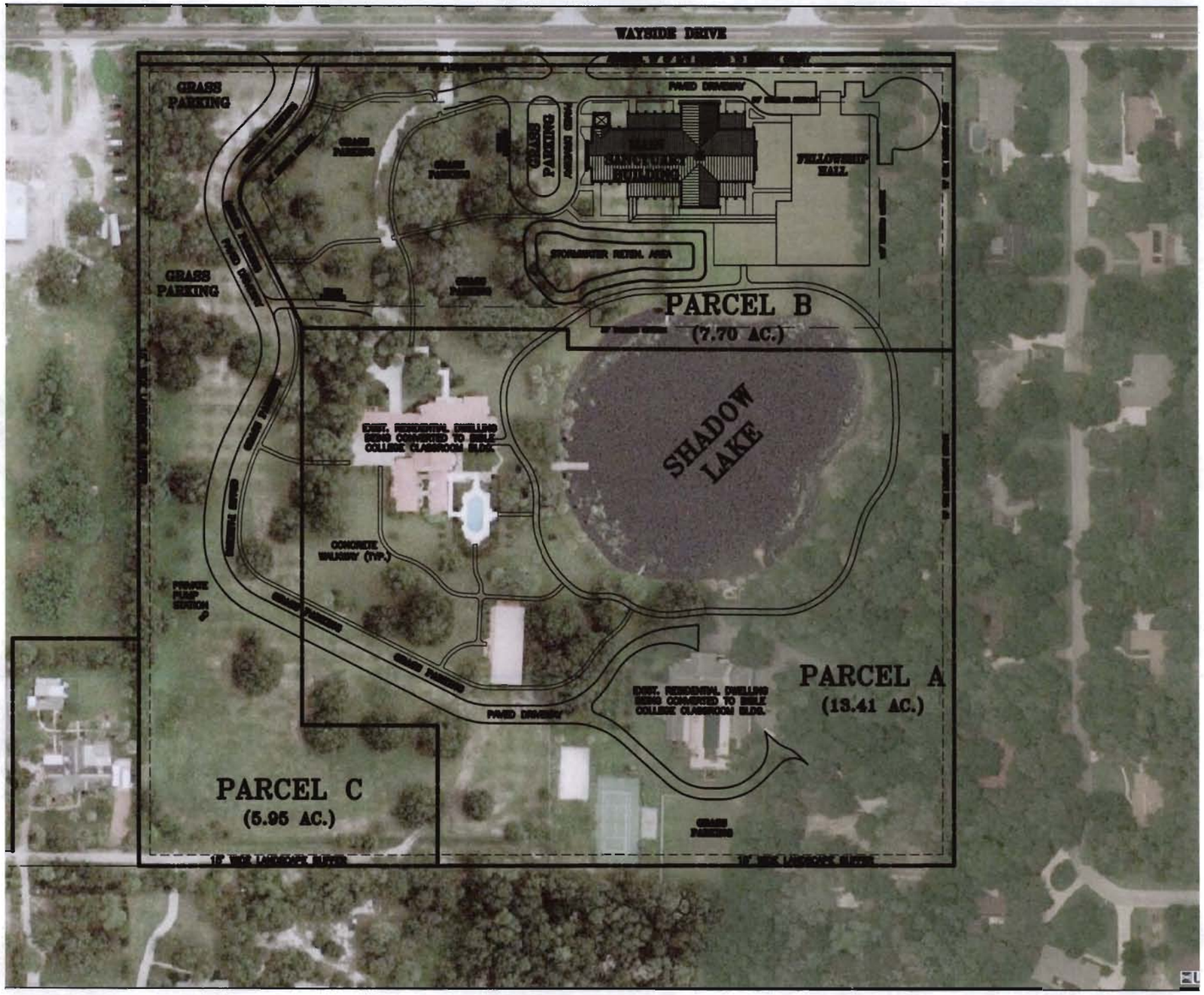
LIGONIER MINISTRIES PUD MASTER PLAN

MASTER UTILITIES PLAN

Contractor shall verify all conditions on the job site & notify the Project Engineer of any variations from dimensions shown on these drawings before proceeding with any construction.

DESN. BY:	
DRAWN BY:	JAM
CHECKED BY:	
APPRVD. BY:	JAM
DATE:	02/12/07
JOB NO.:	LIM-001.01
DWG. FILE:	design base road-new3.dwg

SHEET NO.
C-5



NOTE: THERE WILL BE A SIDEWALK ON ONE SIDE OF ALL INTERNAL ROADS.

GRAPHIC SCALE

(1 INCH = 50 FEET)

PUD SITE DATA

TOTAL SITE AREA = 27.06 ACRES
EXISTING ZONING = PUD
PROPOSED ZONING = PUD
EXISTING LAND USE = LOW DENSITY RESIDENTIAL

MINIMUM OPEN SPACE REQUIRED (25%) = 6.86 ACRES, MINIMUM

PARCEL A (LIGONIER ACADEMY OF THEOLOGY):

TOTAL AREA = 13.41 ACRES
EXISTING ZONING = PUD
PROPOSED ZONING = PUD
EXISTING LAND USE = LDR
PROPOSED LAND USE = THEOLOGICAL COLLEGE
(TO OCCUPY EXISTING RESIDENTIAL DWELLINGS)

USABLE OPEN SPACE PROVIDED FOR PARCEL A: 7.45 ACRES

PARCEL B (SAINT ANDREWS CHAPEL):

TOTAL AREA: 7.70 ACRES
EXISTING ZONING: PUD
PROPOSED ZONING: PUD
EXISTING LAND USE: LDR
PROPOSED LAND USE: 50,000 TOTAL SQ.FT. OF CHURCH BUILDINGS

USABLE OPEN SPACE PROVIDED FOR PARCEL B: 2.89 ACRES

BUILDING SETBACKS:
FRONT (WAYSIDE DRIVE) = 50 FT.
EAST SIDE = 100 FT.
REAR = 30 FT.

BUILDING HEIGHT:
SANCTUARY BUILDING, PEAK OF MAIN ROOF LINE – 52' ABOVE F.F.
SANCTUARY BUILDING, AVERAGE HEIGHT OF MAIN ROOF – 45'–9" ABOVE FF

PARCEL C (COMMON AREA):

TOTAL AREA: 5.95 ACRES
EXISTING ZONING: PUD
PROPOSED ZONING: PUD
PROPOSED USE: OPEN SPACE WITH DRIVEWAY

USABLE OPEN SPACE PROVIDED FOR PARCEL C: 3.61 ACRES

PARCEL C COMMON AREA TO CONTAIN A PROPOSED DRIVEWAY AND DESIGNATED AREAS FOR GRASS PARKING. BOTH THE LIGONIER ACADEMY OF THEOLOGY AND SAINT ANDREWS CHAPEL WILL SHARE THE PARKING AREAS WITHIN PARCEL C.

CERT. OF AUTHORIZATION #: 26285
P.O. BOX 5615
Winter Park, Florida 32793
Phone: 407.265.1200

Rev.	Date	Description	By
1	3/28/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM
2	4/14/07	REVISIONS PER SEMINOLE COUNTY DRC COMMENTS	JAM

Ligonier Ministries
400 Technology Park
Lake Mary, Florida 32746

LIGONIER MINISTRIES
PUD MASTER PLAN

SITE AERIAL

DESN. BY:	
DRAWN BY:	JAM
CHECKED BY:	MSB
APPRVD. BY:	JAM
DATE:	02/22/07
JOB NO.:	LIM-001.01
DWG. FILE:	aerial.dwg
SHEET NO.	C-6

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Plotted: Apr 17, 2007 – 9:53pm

FILE # Z2007-14 **PROJECT # 07-21700005**

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 26, 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): Ligonier Ministries, Inc. and James and Ann Marie Campisi

Project Name: Sproul Bible College PUD Major Amendment

Requested Development Approval: The applicant is requesting a Major Amendment to the Sproul Bible College PUD.

The Board of County Commissioners has determined that the request for a Major Amendment to the Sproul Bible College PUD is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Sproul Bible College PUD Major Amendment" and all evidence submitted at the public hearing on June 26, 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

FILE # Z2007-14 **PROJECT # 07-21700005**

EXHIBIT "A"

LEGAL DESCRIPTION:

From the N.E. corner of the S.W. 1/4 of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, run S 89°56'00" W, along the North line of said S.W. 1/4 a distance of 660 feet; thence run S 00°01'36" W, parallel with the East line of said S.W. 1/4 a distance of 25 feet for a Point of Beginning; thence continue S 00°01'36" W, 1320 feet; thence run N 89°56'00" E 49 feet; thence run S 00°01'36" W, 426.43 feet to a point 880 feet North of the South line of said S.W. 1/4; thence run S 89°47'56" W parallel with said South line 683.09 feet to a point 1040.2 feet East of the West line of said S.W. 1/4; thence run N 00°06'34" W parallel with said West line 660 feet; thence run N 89°47'56" E, 89.80 feet; thence run N 00°06'34" W, 200 feet; thence run N 32°01'25" E, 298.41 feet; thence run N 00°01'36" E, 635 feet; thence run N 89°56'00" E, 388.3 feet to the Point of Beginning, LESS the South 660 feet, thereof, subject to a drainage easement over the South 20 feet of the North 520 feet of the East 300 feet of said parcel

Containing 10.76 acres more or less.

AND

A tract of land being a portion of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 30; thence North 89° 56' 00" East along the North line of the Southwest 1/4 of Section 30 for a distance of 580.00 feet; thence South 00° 03' 46" East for a distance of 25.00 feet to the POINT OF BEGINNING; thence North 89° 56' 00" East along a line 25.00 feet South of and parallel to the North line of the Southwest 1/4 of Section 30 and along the South Right-of-Way of Wayside Drive for a distance of 710.32 feet; thence departing said Right-of-Way run South 00° 04' 24" West for a distance of 635.00 feet; thence South 31° 55' 42" West for a distance of 299.76 feet to a point being 1130.00 feet East of the West line of the Southwest 1/4 of Section 30 and 1740.00 feet North of the South line of the Southwest 1/4 of Section 30; thence South 00° 03' 46" East along a line parallel to said West line of the Southwest 1/4 of Section 30 for a distance of 200.00 feet; thence South 89° 51' 02" West parallel to said South line of the Southwest 1/4 of Section 30 for a distance of 550.00 feet; thence North 00° 03' 46" West parallel to the West line of the Southwest 1/4 of Section 30 for a distance 1090.02 feet to the POINT OF BEGINNING.

Containing 16.30 acres more or less.

ORDINANCE NO. 2007- **SEMINOLE COUNTY, FLORIDA**
Z2007-14

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Sproul Bible College PUD Major Amendment."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from PUD (Planned Unit Development) to PUD (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department and recording of Development Order #07-21700005.

ENACTED this 26th day of June 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Carlton D. Henley
Chairman

EXHIBIT "A"
<u>LEGAL DESCRIPTION</u>:

From the N.E. corner of the S.W. 1/4 of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, run S 89°56'00" W, along the North line of said S.W. 1/4 a distance of 660 feet; thence run S 00°01'36" W, parallel with the East line of said S.W. 1/4 a distance of 25 feet for a Point of Beginning; thence continue S 00°01'36" W, 1320 feet; thence run N 89°56'00" E 49 feet; thence run S 00°01'36" W, 426.43 feet to a point 880 feet North of the South line of said S.W. 1/4; thence run S 89°47'56" W parallel with said South line 683.09 feet to a point 1040.2 feet East of the West line of said S.W. 1/4; thence run N 00°06'34" W parallel with said West line 660 feet; thence run N 89°47'56" E, 89.80 feet; thence run N 00°06'34" W, 200 feet; thence run N 32°01'25" E, 298.41 feet; thence run N 00°01'36" E, 635 feet; thence run N 89°56'00" E, 388.3 feet to the Point of Beginning, LESS the South 660 feet, thereof, subject to a drainage easement over the South 20 feet of the North 520 feet of the East 300 feet of said parcel

Containing 10.76 acres more or less.

AND
A tract of land being a portion of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Commence at the West 1/4 corner of said Section 30; thence North 89° 56' 00" East along the North line of the Southwest 1/4 of Section 30 for a distance of 580.00 feet; thence South 00° 03' 46" East for a distance of 25.00 feet to the POINT OF BEGINNING; thence North 89° 56' 00" East along a line 25.00 feet South of and parallel to the North line of the Southwest 1/4 of Section 30 and along the South Right-of-Way of Wayside Drive for a distance of 710.32 feet; thence departing said Right-of-Way run South 00° 04' 24" West for a distance of 635.00 feet; thence South 31° 55' 42" West for a distance of 299.76 feet to a point being 1130.00 feet East of the West line of the Southwest 1/4 of Section 30 and 1740.00 feet North of the South line of the Southwest 1/4 of Section 30; thence South 00° 03' 46" East along a line parallel to said West line of the Southwest 1/4 of Section 30 for a distance of 200.00 feet; thence South 89° 51' 02" West parallel to said South line of the Southwest 1/4 of Section 30 for a distance of 550.00 feet; thence North 00° 03' 46" West parallel to the West line of the Southwest 1/4 of Section 30 for a distance 1090.02 feet to the POINT OF BEGINNING.

Containing 16.30 acres more or less.

SECOND REVISED AND RESTATED SPROUL BIBLE COLLEGE PUD DEVELOPMENT ORDER

The Second Revised and Restated Sproul Bible College PUD Development Order dated February 22, 2005 is hereby further revised on September 26, 2006 to read as follows:

Legal Description: The legal description of the PUD is attached hereto as Exhibit "A" ("Property").

(The aforedescribed legal description has been provided to Seminole County by the owners of the aforedescribed property.)

FINDINGS OF FACT

RETURN TO SANDY McCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06478 Pgs 0137 - 142; (6pgs)
CLERK'S # 2006179094
RECORDED 11/09/2006 03:04:07 PM
RECORDING FEES 52.50
RECORDED BY G Harford

Property Owner(s): Ligonier Ministries, Incorporated
400 Technology Park
Lake Mary, FL 33746

James M. and Ann Marie Campisi
5555 Wayside Drive
Sanford, FL 32771

Project Name: Sproul Bible College PUD.

Requested Development Approval: Rezoning from the PUD (Planned Unit Development District) zoning classification to the PUD (Planned Unit Development District) zoning classification and approval of the associated PUD preliminary master plan attached as Exhibit B.

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owners of the property have expressly agreed to be bound by and subject to the development conditions and commitments stated below and have covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carolyn Cohen
DEPUTY CLERK

Prepared by: Michael Rumer
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

1. The aforementioned application for development approval is **GRANTED.**
2. All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
3. The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owners of the property are as follows:
   A. Development of the site shall consist of: (a) two (2) existing residential dwelling units, and accessory buildings, which may be converted to accommodate classrooms and space for administrative staff for the Bible College; and (b) an additional 11 single family detached residential dwelling units or a church use for future development.
   B. Development of single family residential dwelling units shall be consistent with the requirements and provisions of the R-1AA (Single Family Dwelling District) zoning classification.
   C. Minimum house size shall be 2,000 square feet living space.
   D. Enrollment at the Bible College shall be limited to no more than 70 students on campus.
   E. Hours of operation for Bible College classes shall be limited to 8:00 am to 8:00 pm, Monday through Friday and 9:00 am to 6:00 pm on Saturdays.
   F. Outdoor amplification of sound shall be prohibited.
   G. The overall look of the property shall remain residential in character.
   H. The site shall be served from Wayside Drive.
   I. The existing driveway along the eastern boundary of the site shall be limited to service delivery access and officers and directors of the corporation only. The driveway may be used by the owner of the existing residence until such time as the residence is converted into a building for the proposed Bible College.
   J. Dedicate property along Wayside Drive to create a minimum 40 foot half right-of-way.
   K. Provide a sidewalk along one side of internal roads to connect to sidewalk/pedestrian circulation system on the college campus.
   L. Install/restore, after any roadway improvements, the existing sidewalk along Wayside Drive the entire length of the property.
   M. Development to connect to Seminole County water and sewer service.
   N. All existing buildings shall comply with the Building Code.
   O. Potable water shall not be used for irrigation purposes.

P. As a method of enforcing Developer's voluntary agreement regarding rental properties within the proposed subdivision, Developer agrees to include a restriction on short term rentals (6 months or less) in the deed restrictions applicable to the property. The County shall have no obligation to enforce any deed restriction, including the one on short term rentals.

4. This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owners of the said property have expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
5. The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Carlton Henley
Carlton D. Henley, Chairman

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, Ligonier Ministries, Incorporated, a Pennsylvania corporation, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions, and commitments set forth in this Development Order.

Bethanne Schreengost
Witness

Timothy A. Dick as President
Ligonier Ministries, Inc., a Pennsylvania corporation, by Timothy Dick, its President

Maureen E. Buchman
Witness

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ Timothy A. Dick who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of October, 2006.

Lillian H. Rozzi
My Commission DD237736
Expires November 25, 2007

Notary Public, in and for the County and State Aforementioned

My Commission Expires:

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner's James M. and Ann Marie Campisi, on behalf of themselves and their heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions, and commitments set forth in this Development Order.

Witness

Witness

Witness

Witness

James M. Campisi

Ann Marie Campisi

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James M Campisi Ann Marie Campisi who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 2006.

Notary Public, in and for the County and State Aforementioned

GINGER D. PRESLEY
Notary Public - State of Florida
My Commission Expires Jan 8, 2010
Commission # DD 477736
Bonded by National Notary Assn.

My Commission Expires:

EXHIBIT A
LEGAL DESCRIPTION

From the NE corner of the SW 1/4 of Section 30, Township 19 South, Range 30 East, Seminole County, Florida, run S89° 56' 00" W along the North line of said SW 1/4 a distance of 660 feet; Thence run S 00° 01' 36" W, parallel with the East line of said SW 1/4 a distance of 25 feet for a Point of Beginning; thence continue S 00° 01' 36" W, 1320 feet; Thence run N 89° 56' 00" E, 49 feet; thence run S 00° 01' 36" W, 426.43 feet to a point 880 feet North of the South line of said SW 1/4; Thence run S 89° 47' 56" W parallel with said South line 683.09 feet to a point 1040.2 feet East of the West line of said SW 1/4; Thence run N 00° 06' 34" W parallel with said West line 660 feet; Thence run N 89° 47' 56" E, 89.80 feet; Thence run N 00° 06' 34 W, 200 feet; Thence run N 32° 01' 25" E, 298.41 feet; Thence run N 00° 01' 36" E, 635 feet; Thence run N89° 56' 00" E, 388.3 feet to the Point of Beginning LESS THE SOUTH 660 FEET THEREOF

AND

Lots 1, 2, and 3 of Campisi Subdivision recorded in Plat Book 65 at page 85

MINUTES FOR REGULAR MEETING OF THE SEMINOLE COUNTY LAND PLANNING AGENCY/ PLANNING AND ZONING COMMISSION

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
BOARD CHAMBERS, ROOM 1028
WEDNESDAY, JUNE 6, 2007
7:00 P.M.

Members present: Matthew Brown, Walt Eismann, Kim Day, Melanie Chase, Ben Tucker, Rob Wolf, and Dudley Bates.

Also present: Tina Williamson, Acting Planning Manager; Austin Watkins, Planner; Ian Sikonia, Senior Planner; Kathleen Furey-Tran, Assistant County Attorney; Dori DeBord, Director of Planning and Development; Bryan Potts, Development Review Manager; Tony Walter, Principal Coordinator - Development Review Division; and Candace Lindlaw-Hudson, Clerk to the Commission.

Sproul Bible College PUD Major Amendment; Guy T. Rizzo, applicant; Major Amendment to the Sproul Bible College PUD (Planned Unit Development) to allow for a maximum building height of 46 feet; located on the south side of Wayside Drive, approximately 550 feet east of the intersection of Wayside Drive and Orange Boulevard. (Z2007-14).

Commissioner Carey – District 5
Austin Watkins, Planner

Austin Watkins stated that the applicant was requesting a maximum height of 46 feet for the church sanctuary building on the Sproul Bible College campus. The Seminole County Land Development Code (LDC) allows for a maximum height of 35 feet. All other structures would remain at the 35-foot height maximum.

Regarding compatibility with surrounding properties, Mr. Watkins stated that the buffers in the proposed plan are adequate, noting the 10-foot buffer to the north with 4 canopy trees per 100 feet and a 15-foot wide landscape buffer containing 8 canopy trees and 4 sub-canopy trees per 100 feet on the east side with a 6-foot hedge.

Staff recommendation was for approval of the PUD Major Amendment, Revised Preliminary Master Plan, rezoning ordinance from PUD to PUD and Third Revised and Restated Development Order for the Sproul Bible College PUD, consisting of 27.06 ± acres, located on the south side of Wayside Drive,

approximately 550 feet east of the intersection of Wayside Drive and Orange Boulevard, based on staff findings.

Commissioner Wolf asked about the height of the church steeple.

Mr. Watkins said that the steeple was exempt from the 35-foot requirement. The roof peak was 52 feet, with the mean average height of the building being 46 feet.

Commissioner Tucker asked about the southwest corner of the property being an access point for the property.

Mr. Watkins said that there were 2 access points approved for the church/Bible school from Wayside Drive. The west access points will be used to enter for parking on the grass for church uses. The eastern access is for administrative purposes only. There were no other access points.

Commissioner Tucker inquired on the status of the south parcel that had been removed from the property.

Mr. Watkins deferred to the applicant for an update. The property to the south is currently excluded from the PUD.

Guy Rizzo was present to represent the property owner.

Commissioner Tucker asked the status of the 15 acres to the south.

Mr. Rizzo stated that no definite plans were being pursued at present, but that the south 15 acres would be accessed through the Bible College, not using Paseo Drive. Paseo Drive would be used to run water and sewer to the campus.

Commissioner Brown asked how many floors were in the church building.

Mr. Rizzo said that the church was one story with lofty ceilings requiring a high, pitched roof.

Jim Campisi stated that he had received a height variance to 40 feet ten years ago for his residence that will be part of the Bible College. He has kept all of the major trees on the site. The 46 feet height being requested is necessary for the Gothic arch design of the church.

The proposed beltway will be clipping the southwest corner of the property. The extra height will be making the church visible from the raised expressway. The peak of the roof will be 52 feet high.

Darrell Delany of Kimberly Court said that he was reluctant to oppose a church. It is out of character with the neighborhood. Mr. Campisi's house is not clearly visible from the road.

Anne Weathers stated that she did not object to the church; however, the Beltway's location was not a "done deal." She was concerned about the height of the building and about potential light pollution from the project. She wanted to know if the height approval will only apply to a church or could it become applied to apartments on the property. Could the use change? There has been pressure on adjacent properties to develop projects of higher density.

Guy Rizzo stated that the tree line on the east side of the project would remain untouched. It would be enhanced if required. On the north part of the site, there is approval for either church or residential use. The Development Order contains provisions to protect the neighborhood.

Commissioner Brown stated that the PUD amendment was for the church use. The applicant could not change the use.

Kathy Furey-Tran stated that the Development Order says that the height requested would only apply to the church. The zoning is the PUD zoning which restricts development to specific conditions. Any other changes would require the applicant to come before the board again.

Commissioner Wolf asked if the height could be applied to anything else.

Mr. Campisi said that the height was only for the church use.

Commissioner Tucker said that the property to the south was being considered for housing with ingress on Paseo; that is not before this commission. Tonight, the church access is only from Wayside Drive. At some time in the future, the south parcel will be addressed.

Commissioner Wolf made a motion to recommend approval of the PUD Major Amendment, Revised Preliminary Master Plan, rezoning ordinance from PUD to PUD and Third Revised and Restated Development Order for the Sproul Bible College PUD, consisting of 27.06 ± acres, located on the south side of Wayside Drive, approximately 550 feet east of the intersection of Wayside Drive and Orange Boulevard, based on staff findings with the inclusion of the retention of the natural landscape buffer on the east side of the site at a minimum of 15 feet depth of foliage, retaining the existing foliage; access to be only from the north side on Wayside Drive.

Commissioner Chase seconded the motion.

Commissioner Brown observed that the applicant found it desirable to have the church visible from the new highway. Mr. Brown said that he had lived near a church and thought that a church was a good neighbor.

Commissioner Day stated that the church was being placed in a location which least impacts the surrounding area.

The motion passed 7 – 0.

Respectfully submitted,

Candace Lindlaw-Hudson
Clerk to the Commission

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: SR 46/Small Scale Land Use Amendment from Public (PUBC) to Suburban Estates (SE)

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

AUTHORIZED BY: Dori DeBord **CONTACT:** Ian Sikonia **EXT:** 7398

MOTION/RECOMMENDATION:

1. APPROVE the request for a Small Scale Land Use Amendment from PUBC (Public) to SE (Suburban Estates) on 6.74 ± acres, located on the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46, from PUBC (Public) to SE (Suburban Estates), and authorize the Chairman to execute the aforementioned land use amendment ordinance, based on staff findings, (Paul Gren, applicant); or

2. DENY the request for a Small Scale Land Use Amendment from PUBC (Public) to SE (Suburban Estates) on 6.74 ± acres, located on the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46, from PUBC (Public) to SE (Suburban Estates), and authorize the Chairman to execute the Denial Development Order, (Paul Gren, applicant); or

3. CONTINUE the item to a time and date certain.

District 5 Brenda Carey Ian Sikonia

BACKGROUND:

On January 24, 1989 the Board of County Commissioners approved a land exchange, which involved exchanging ownership of the subject property that was owned by the County, for a privately owned piece of property on the north side of Yankee Lake. The exchange was executed to facilitate County ownership for all the land on the north side of Yankee Lake for the protection of endangered species as part of the environmental permitting of the Yankee Lake Regional Wastewater Treatment facility.

This request is to change the land use on the parcel formerly owned by the County and still designated as PUBC (Public). At this time the applicant is requesting to amend the Future Land Use from PUBC (Public) to SE (Suburban Estates) to construct single-family homes on the property. The Public Future Land Use designation as defined in the Vision 2020 Comprehensive Plan does not allow for privately owned uses and the proposed amendment would bring the subject property into compliance with the Comprehensive Plan. Suburban Estates Land Use is consistent with other land use categories in this area.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on May 2, 2007 and voted 5 to 0 to recommend APPROVAL of a Small Scale Land Use Amendment from PUBC (Public) to SE (Suburban

Estates), for 6.74± acres located on the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46, based on staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request for a Small Scale Land Use Amendment from PUBC (Public) to SE (Suburban Estates) on 6.74 ± acres, located on the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46, from PUBC (Public) to SE (Suburban Estates), and authorize the Chairman to execute the aforementioned land use amendment ordinance, based on staff findings, (Paul Gren, applicant);

ATTACHMENTS:

1. Staff Report
2. Maps and Aerials
3. Maps and Aerials
4. Maps and Aerials
5. Maps and Aerials
6. Ordinance
7. Denial Development Order
8. School Analysis
9. Minutes

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

SR 46 Land Use Change **Rezone from PUBC to SE**		
APPLICANT	Paul Gren	
PROPERTY OWNER	Kenneth and Lawanda Sandon	
REQUEST	Land Use Amendment from PUBC (Public) to SE (Suburban Estates)	
PROPERTY SIZE	6.74 ± acres	
HEARING DATE (S)	P&Z: May 2, 2007	BCC: June 26, 2007
PARCEL ID	22-19-29-300-002B-0000	
LOCATION	On the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46.	
FUTURE LAND USE	PUBC (Public)	
ZONING	A-1 (Agriculture) district	
FILE NUMBER	Z2007-13	
COMMISSION DISTRICT	#5 – Carey	

PROPOSED DEVELOPMENT:

The applicant would like to develop single-family homes on the property. The subject property is located within the Wekiva River Protection Area and is zoned A-1 (Agriculture). The Wekiva River Protection Area regulations and A-1 zoning standards limit the density on the subject property to one dwelling unit per net buildable acre.

ANALYSIS OVERVIEW:

COMPATIBILITY WITH SURROUNDING PROPERTIES

Staff has reviewed the proposed Land Use Change and has determined that it is compatible with surrounding properties because of the rural nature of the area and the sensitivity of the Wekiva River Protection Area. The Future Land Use to the north and west is Public, to the east is Suburban Estates Land Use, and to the south across SR 46 is also Suburban Estates Land Use. The property to the north and west is part of the Seminole County owned Yankee Lake Regional Wastewater Treatment facility, to the east is vacant land, and to the south is the Bella Foresta subdivision. The surrounding lot sizes adjacent to the subject site range from one acre lots to five acre and larger lots.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map 12117C0010E, with an effective date of April 17, 1995, as well as preliminary updated DFIRMs, the majority of the site lies within Floodzone A, located within the 100 year floodplain. A detailed study to determine the base flood elevation

(BFE) will be required prior to final engineering approval. No impacts to the 100-year floodplain are allowed within the Wekiva River Protection Area.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be wetlands on the subject property. No impacts to wetland areas are allowed within the Wekiva River Protection Area.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there appear to be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval. There also appears to be Sensitive Habitat located on the parcel that is considered viable habitat for listed/ endangered species and species of special concern.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing Future Land Use (PUBC)	Proposed Land Use (SE) based on a maximum of 6 dwelling units	Net Impact
Water (GPD)	0	2,100	2,100
Sewer (GPD)	0	1,800	1,800
Traffic (ADT)	0	57	57

Utilities:

The site is located in the Northwest Seminole County utility service area, and may be required to connect to public utilities. There is a 12-inch water main on the south side of W. SR 46 and a 16-inch force main on the north side of W. SR 46. There is a 16-inch reclaimed water main on the south side of W. SR 46.

Transportation / Traffic:

The property is adjacent to SR 46 which is classified as an arterial road. SR 46 is not currently programmed to be improved according to the County 5-year Capital Improvement Program.

School Impacts:

A School Capacity Analysis was submitted by the Seminole County School District and is attached to this document.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #34, which is located at 4905 SR 46 W. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

Drainage:

The proposed project is located within the Yankee Lake Drainage Basin, and may have limited downstream capacity. At a minimum, the developable portion of the site will have to be designed to provide retention to attenuate the 25 year/24 hour pre-post discharge rate difference. No development will be permitted within the established 100 year floodplain. A detailed drainage analysis will be required, which may result in additional retention requirements.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is located within the Wekiva River Protection Area.

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 14.3: Development Form of Land Area within WRPA
Policy FLU 14.9: Wekiva River Protection Area Environmental Design Standards
Policy POT 4.5: Potable Water Connection
Policy SAN 4.4: Sanitary Sewer Connection

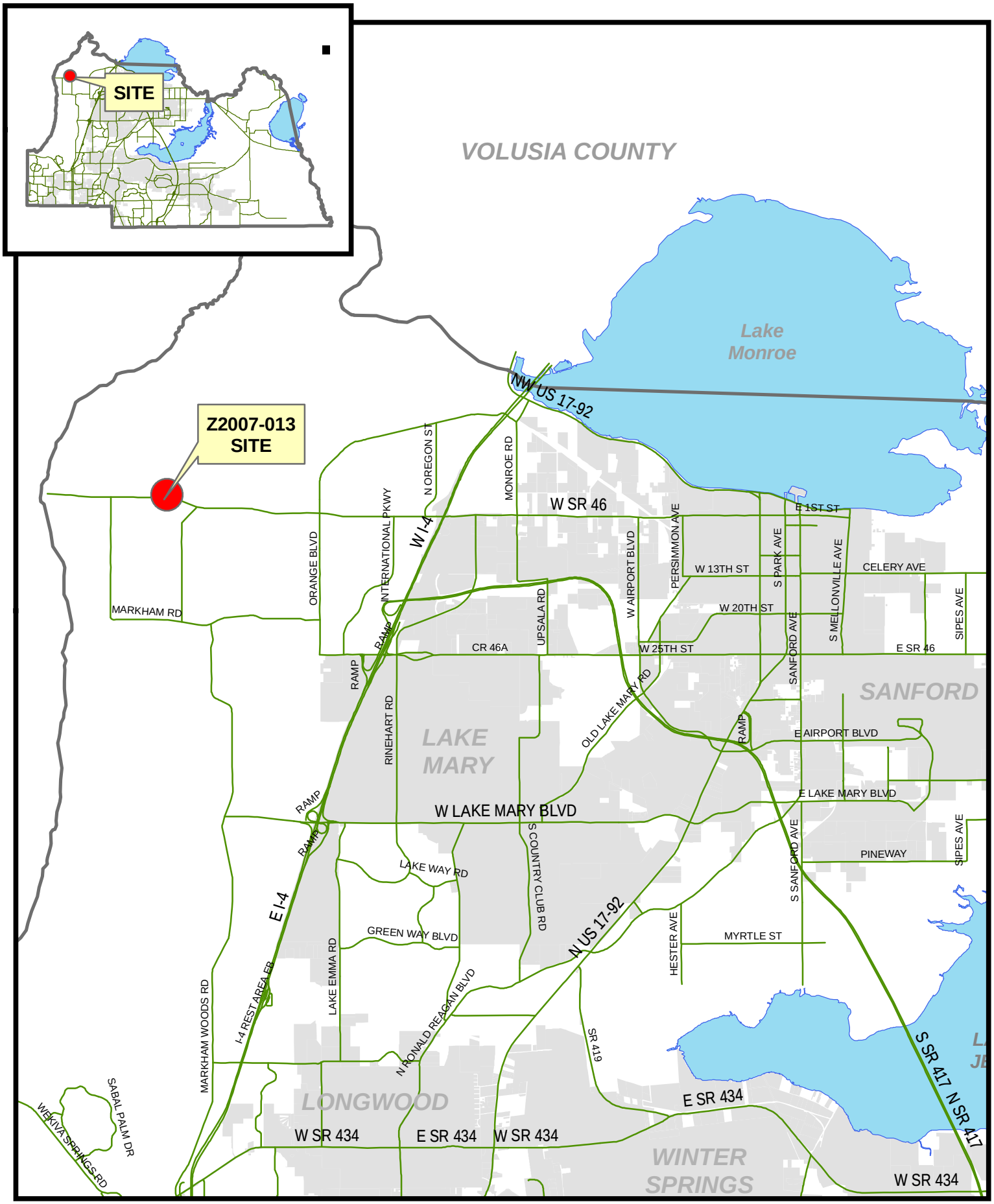
Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

An Intergovernmental notice was sent to the Seminole County School Board and they have provided a School Capacity Analysis, which is attached. No other intergovernmental notices were required.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.



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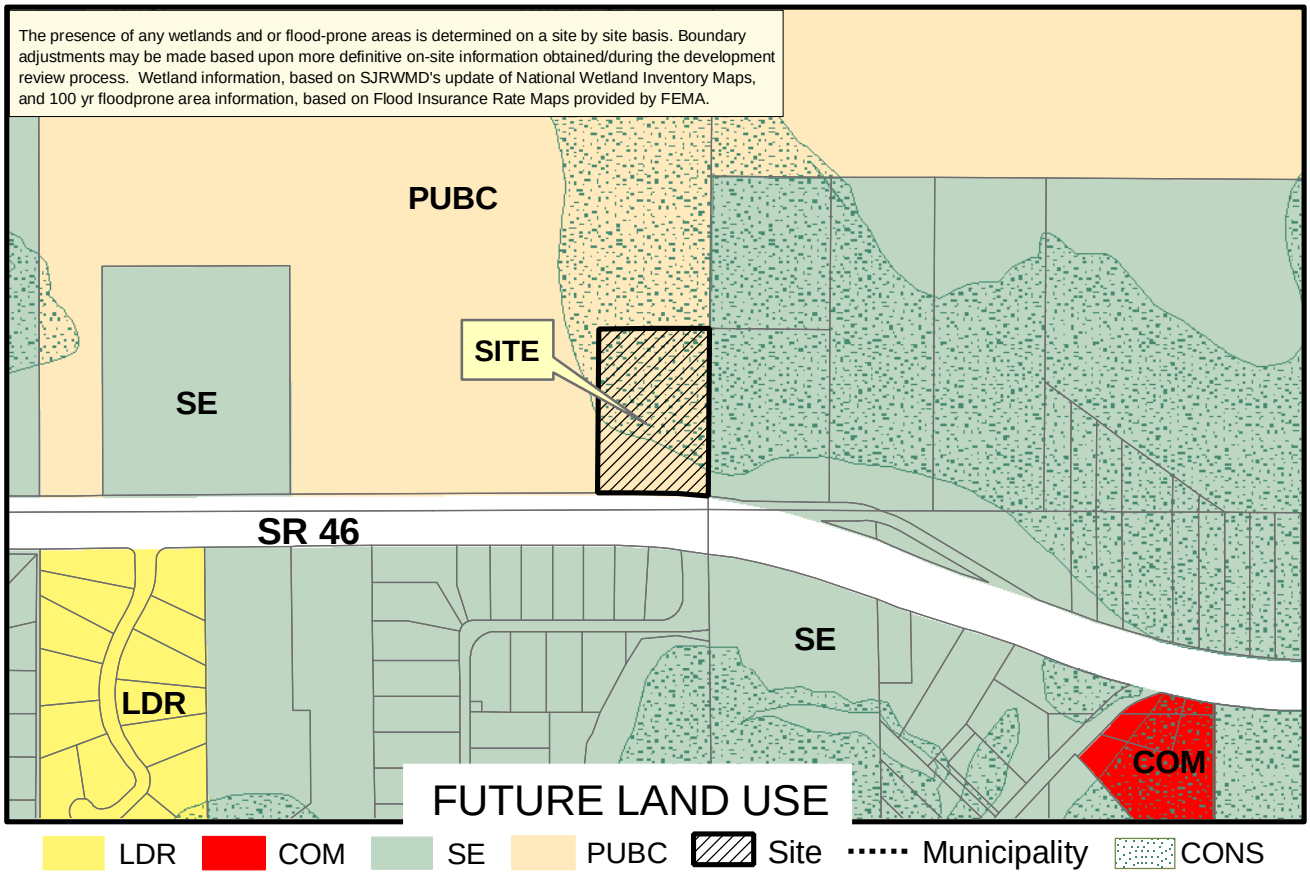
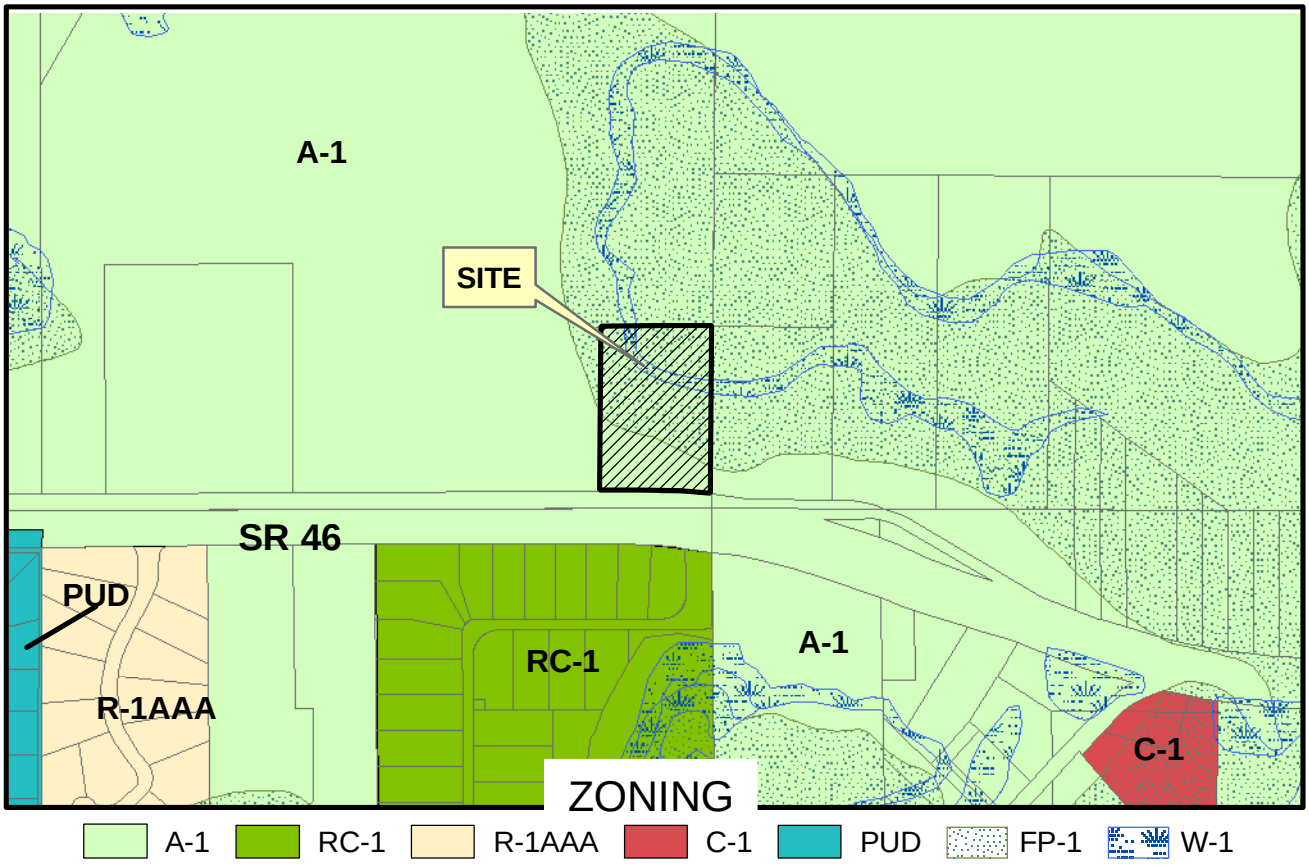


Applicant: Paul Gren, owner
Physical STR: 22-19-29-300-002B-0000
Gross Acres: 6.74 +/- BCC District: 5
Existing Use: Vacant
Special Notes: None

	Amend/ Rezone#	From	To
FLU	04-07SS.01	PUB	SE
Zoning	Z2007-013	--	--



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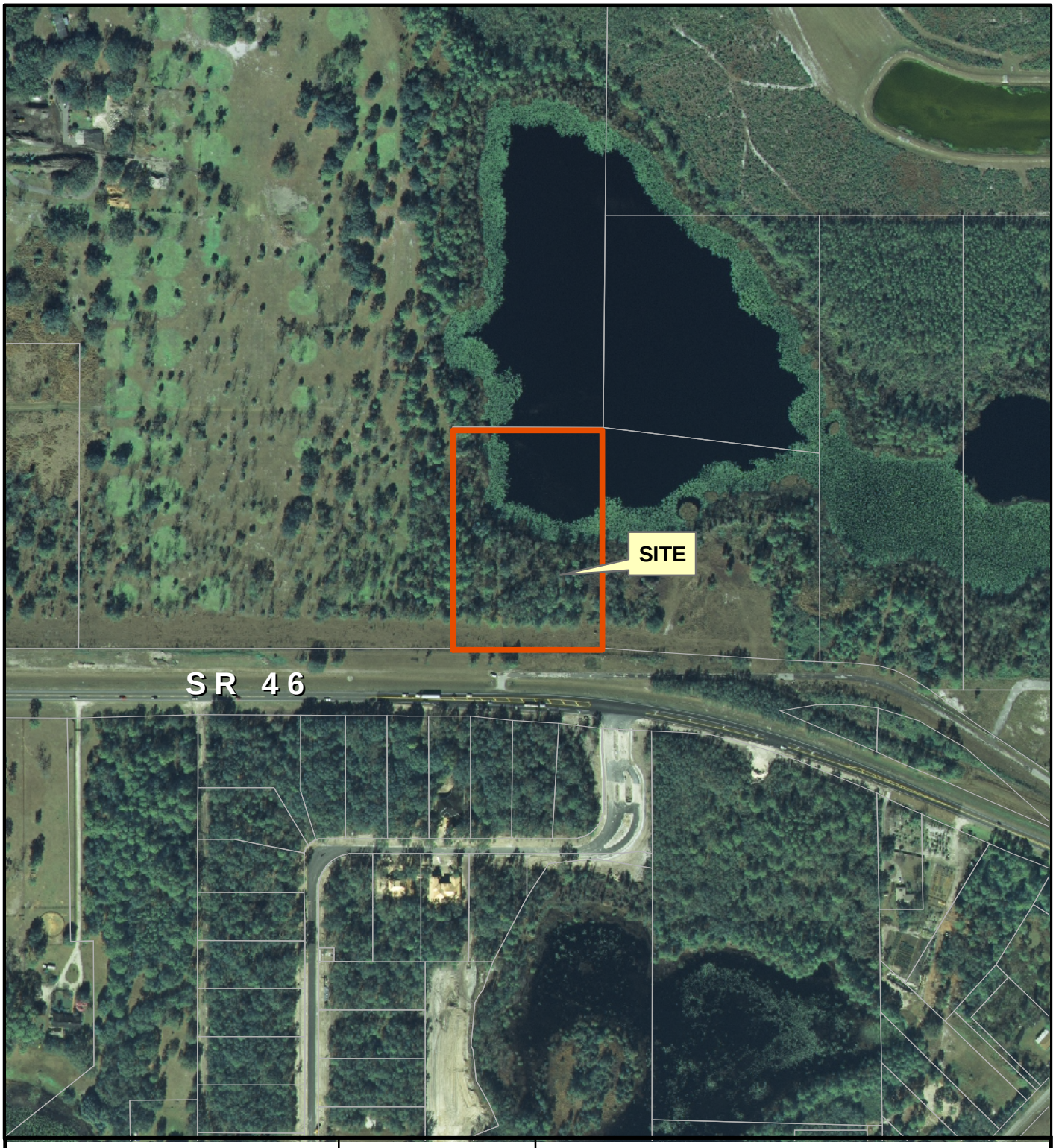


Rezone No: Z2007-013

FLU No: 04-07SS.01
From: PUB To: SE

Parcel
Subject Property

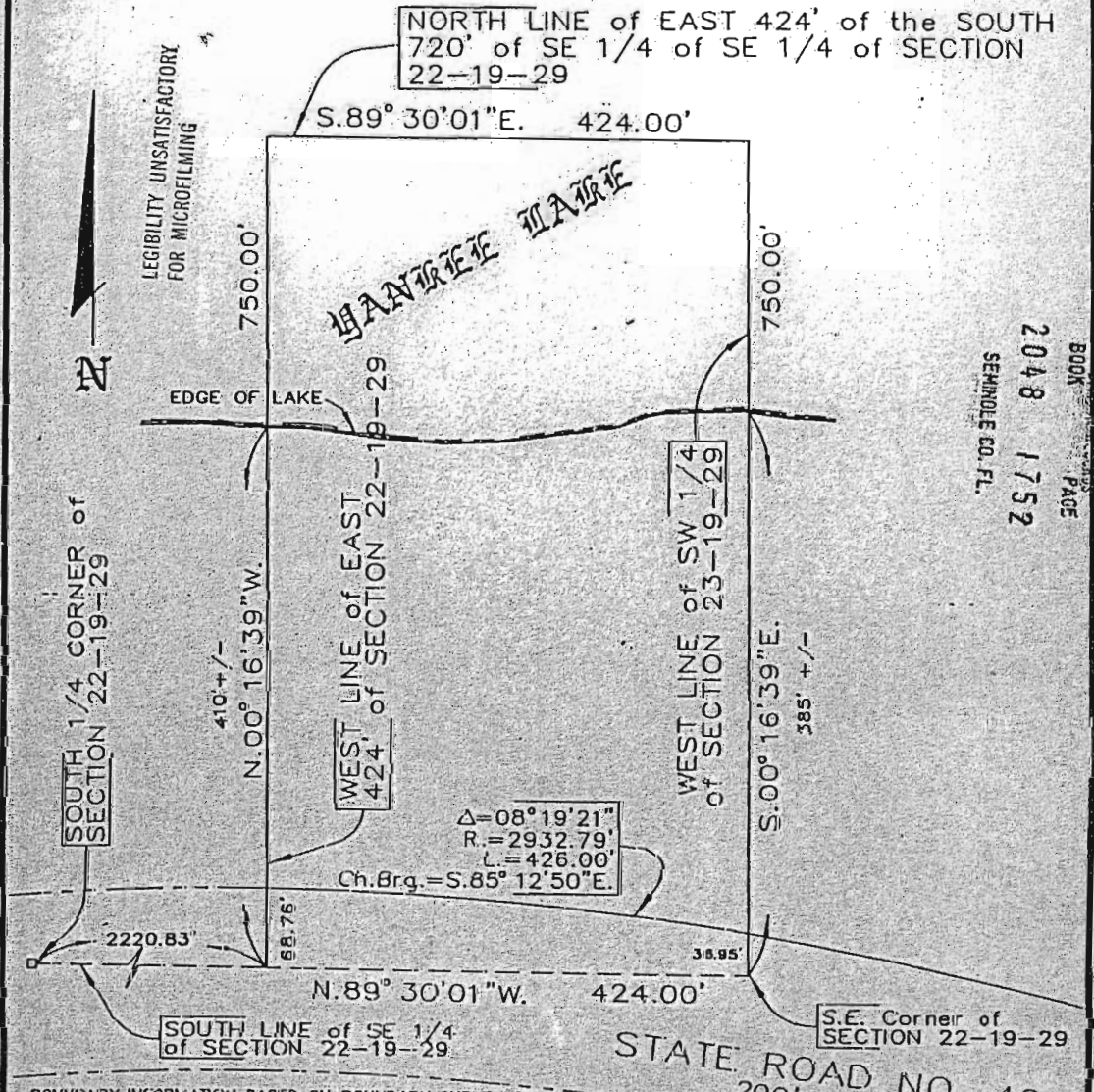
Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-013 adaer 03/05/07

SKETCH OF DESCRIPTION

THAT PORTION OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 424.00 FEET OF THE SOUTH 750.00 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; EXCEPT STATE ROAD NO. 46 RIGHT-OF-WAY; SUBJECT TO ANY EASEMENTS OF RECORD. CONTAINING 6.74 ACRES, MORE OR LESS.



BOUNDARY INFORMATION BASED ON BOUNDARY SURVEY BY POST, BUCKLEY, SCHUH & JERNIGAN, INC., JOB # 07-227.00, DATED JANUARY 7,1988.

THIS DOES NOT REPRESENT A FIELD SURVEY

SEMINOLE COUNTY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
274 BUSH BOULEVARD
SANFORD, FLORIDA 32771
(305) 323-2500 Ext. 144

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON TO BE IN COMPLIANCE WITH FLORIDA STATUES, CHAPTER 472, AND TO MEET, OR EXCEED, THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, FLORIDA STATUTES, CHAPTER 21HH-6

BY: Michael W. Soltero 6/14/88
MICHAEL W. SOLTERO FLORIDA CERTIFICATE # 4458

LEGEND

BEARINGS BASED ON WEST LINE OF SOUTHWEST 1/4 OF SECTION 23-19-29, AS BEING S.00 16'39"E.

- ○ SET IRON PIN OR PIPE
- ● FOUND IRON PIN OR PIPE
- □ SET CONCRETE MONUMENT
- ■ FOUND CONCRETE MONUMENT
- Δ SET WOOD HUB & TACK
- X CROSS-CUT OR DRILL HOLE IN CONCRETE
- —X—X— FENCE

DATE APRIL 21,1988
DRAWN BY: ERICKSON
SCALE: 1"=120'
JOB NO. SURVEY11

BOOK 2048 PAGE 1752
SEMINOLE CO. FL.
EXHIBIT "B"

ORDINANCE NO. 2007- **SEMINOLE COUNTY, FLORIDA**
Z2007-13

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 91-13, AS PREVIOUSLY AMENDED, KNOWN AS THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP OF THE SEMINOLE COUNTY COMPREHENSIVE PLAN BY VIRTUE OF SMALL SCALE DEVELOPMENT AMENDMENT (LEGAL DESCRIPTION IS SET FORTH AS AN APPENDIX TO THIS ORDINANCE); CHANGING THE FUTURE LAND USE DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM PUBLIC TO SUBURBAN ESTATES; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM THE SEMINOLE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 91-13 which adopted the 1991 Seminole County Comprehensive Plan ("the Plan"), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County Commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, on May 2, 2007, for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners held a Public Hearing on June 26, 2007, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

NOW, THEREFORE, BE IN ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. RECITALS/LEGISLATIVE FINDINGS:

(a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 91-13, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

(b) The associated rezoning request was completed by means of Ordinance Number 07-_____.

(c) The development of the property is subject to the development intensities and standards permitted by the overlay Conservation land use designation, Code requirements and other requirements of law.

Section 3. SEVERABILITY:

If any provision of this Ordinance or the application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. EXCLUSION FROM COUNTY CODE/CODIFICATION:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to said Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. EFFECTIVE DATE:

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State and the Florida Department of Community Affairs by the Clerk of the Board of County Commissioners in accordance with Section 125.66 and 163.3187, Florida Statutes.

(b) This ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however,

that the effective date of the plan amendment set forth herein shall be thirty-one (31) days after the date of adoption by the Board of County Commissioners or, if challenged within thirty (30) days of adoption, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land use dependent on an amendment may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, the affected amendment may nevertheless be made effective by the Board of County Commissioners adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 26th day of June, 2007.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By:_____

Carlton Henley, Chairman

APPENDIX A

LEGAL DESCRIPTION

LEG SEC 22 TWP 19S RGE 29E E 424 FT OF S 750 OF SE ¼ (LESS R/W FOR SR 46)

FILE # Z2007-13 **DEVELOPMENT ORDER # 07-11000001**

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On June 26, 2007, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforedescribed legal description has been provided to Seminole County by the owner of the aforedescribed property.)

FINDINGS OF FACT

Property Owner: Kenneth & Lawanda Sandon
2338 Bay Point Rd.
Polson, MT 59860

Project Name: SR46 / Gren SSLUA

Requested Development Approval:

Small Scale Future Land Use Amendment from Public (PUBC) to Suburban Estates (SE)

The Board of County Commissioners has determined that the request for a Small Scale Future Land Use Amendment from Public (PUBC) to Suburban Estates (SE) is not compatible with the surrounding area.

After fully considering staff analysis titled "SR 46 / Gren Small Scale Land Use Amendment from Public (PUBC) to Suburban Estates (SE)" and all evidence submitted at the public hearing on June 26, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Carlton D. Henley, Chairman

FILE # Z2007-13 **DEVELOPMENT ORDER # 07-11000001**

EXHIBIT A

LEGAL DESCRIPTION

LEG SEC 22 TWP 19S RGE 29E E 424 FT OF S 750 OF SE ¼ (LESS R/W FOR SR 46)

SEMINOLE COUNTY PUBLIC SCHOOLS
School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: April 5, 2007

RE: **Z2007-13 SR 46 FLU Amendment**

Seminole County Public Schools (SCPS), in reviewing the above FLU/rezone request, has determined that if approved the new zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description: –6.45 +/- acres; located on the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46. The applicant is requesting a Future Land Use Map amendment from PLI (Public Land) to SE (Suburban Estates) and to retain the current zoning designation of A-1. It is the understanding of SCPS that the parcel will be developed with a maximum of 2 single-family residences.
Parcel ID: 22-19-29-300-002B-0000

Based on information received from Seminole County Planning and from the staff report for the Orange Boulevard request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

Total Proposed units		
Total # of Units	# of Single-Family Lots	# of Multi-Family Units
2	2	0

Student Generation					
Impacted Schools	***Projected Number of Additional Students***	***Current Capacity***	***Current Enrollment***	***Percent Utilization***	***Students Resulting from Recently Approved Developments***
Elementary Northwest Cluster	1	4186	4294	100.2	207
Middle Markham Woods	0	1251	N/A	N/A	26
High Seminole	0	1966	2900	140.2	192

Projected Number of Additional Students is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed.

Current Capacity is based on the current enrollment FTE date not including relocatable stations.

Current Enrollment is based on the most recent official FTE count (February).

Percent Utilization is the ratio of enrollment to total permanent building student stations.

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments:

The students generated from the proposed development, would at this point be able to be absorbed into the zoned schools without adverse affect. There are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve the affected schools.

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.

C. SR 46/ Gren SSLUA; Paul Gren, applicant; 6.74± acres; Small Scale Land Use Amendment from PLI (Public) to SE (Suburban Estates); located on the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46. (Z2007-13)

Commissioner Carey – District 5
Ian Sikonia, Senior Planner

Ian Sikonia, Senior Planner with the Planning Division and Item C is the SR 46/ Gren Small Scale Land Use Amendment from PUBC (Public) to SE (Suburban Estates). The subject property contains approximately 6.74± acres located on the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46.

On January 24, 1989 the Board of County Commissioners approved a land exchange, which involved exchanging ownership of the subject property that was owned by the County, for a privately owned piece of property on the north side of Yankee Lake. The Land Exchange was executed because the County wanted to have all the land on the north side of Yankee Lake as County-owned property. The Future Land Use designation should have been amended from PUBC at that time, to reflect that the subject property was no longer under public ownership. However, historic land records indicate that it was not amended.

At this time the applicant is requesting to amend the Future Land Use from PUBC (Public) to SE (Suburban Estates) to construct single-family homes on the property. The Public Future Land Use designation as defined in the Vision 2020 Comprehensive Plan does not allow for privately owned uses and the proposed amendment would bring the subject property into compliance with the Comprehensive Plan. The Wekiva River Protection Area regulations and A-1

zoning standards limit the density on the subject property to one dwelling unit per net buildable acre.

Staff has reviewed the proposed Land Use Change and has determined that it is compatible with surrounding properties because of the rural nature of the area and the sensitivity of the Wekiva River Protection Area.

The Future Land Use to the north and west is Public, to the east is Suburban Estates Land Use, and to the south across SR 46 is also Suburban Estates Land Use. The property to the north and west is part of the Seminole County owned Yankee Lake complex, to the east is vacant land, and to the south is the Bella Foresta subdivision. The surrounding lot sizes adjacent to the subject site range from one acre lots to five acre and larger lots.

Staff recommends approval of a Small Scale Land Use Amendment from PUBC (Public) to SE (Suburban Estates), for 6.74± acres located on the north side of SR 46, approximately ½ mile west of the intersection of Lake Markham Road and SR 46, based on staff findings.

Commissioner Wolf asked about water on the property.

Mr. Sikonia said the majority of the property was in Yankee Lake.

Commissioner Wolf asked if there was sufficient land to build.

Mr. Sikonia said that the land use amendment was under consideration tonight. Whether the lot was buildable would be determined elsewhere.

Paul Gren was present to answer questions from the commissioners.

Commissioner Brown asked if fees were charged.

Mr. Gren said there had been no fees.

Commissioner Eismann made a motion to recommend approval of the small scale land use amendment from PUBC to SE on the 6.72 acres located on the north side of SR 46, approximately .5 mile west of the intersection of Lake Markham Road and SR 46 based on staff findings.

Commissioner Bates seconded the motion.

The motion passed 5 – 0.

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

BACKGROUND:

The latest report regarding State legislative activities will be provided to the Board.

Additionally Reviewed By:
No additional reviews