SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, AUGUST 14, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

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

Awards and Presentations

1. **Presentation** - Charter Certificate from Boy Scouts of America representatives, Jerry Brady, District Executive, and Jonathan Wilson, Explorer Director, for Seminole County EMS/Fire/Rescue Division to participate in the Learning for Life Exploring Program.

Consent Agenda

- **County Manager's Consent Agenda (Items No. 2 - 29)**

Administrative Services
Purchasing and Contracts

2. Award CC-2116-07/JVP in the amount of $169,222.00 to Paragon Development & Construction, Inc. of Orlando, Florida, for all architectural/engineering plans and specifications, labor, materials, clean fill dirt, machinery, coordination, local and state permits and all incidentals necessary for the demolition of the existing Charter Oaks/Tamarak wood board fence and the construction of a new 6 foot high brick wall, footer, pilasters and brick planters. (Ray Hooper)

3. Approve ranking list and authorize staff to negotiate rates for PS-2051-07/BHJ - Continuing Professional Lake Management Services with Environmental Research and Design, Inc. of Orlando, FL (Not To Exceed $499,000.00 per year). (Ray Hooper)

4. Approve ranking list and authorize rate negotiations for PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park with PBS&J of Orlando, Florida. (Ray Hooper)

5. Approve Proprietary Source Procurement, Award Miscellaneous Agreement M-600229-07/BJC - Socio-Economic Data Estimating and Projects - City/County Level, and authorize the issuance of Release Orders, with Urban Dynamics Corporation, Neptune Beach (Not-to-Exceed $50,000.00 per year for 3 year term). (Ray Hooper)

Business Innovation Technology Services
Business Development

6. Approve and authorize the Chairman to execute the attached Intergovernmental Work Agreement between Seminole County and the University of Central Florida (UCF) for the amount of $474,927. (Jackson Heinzelman)

Environmental Services
Business Office

7. Approve termination of the Conditional Utility Agreement for Sewer Service for the project known as Orange Bank of Florida (f/k/a South Bank of Florida). District 3 - Van Der Weide (Bob Briggs)

Solid Waste Management

8. Approve and authorize the Chairman to execute Certificate of Public Convenience and Necessity for Commercial Metals Company. (David Gregory)

Fiscal Services
Administration - Fiscal Services

9. Approve and authorize the Chairman to execute the grant agreement between the Florida Department of Environmental Protection and Seminole County in acceptance of $200,000 in reimbursement funds for the development of Jetta Point Park. (Joe Gasparini)

10. Approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of $6,589 in reimbursement funds. (Jennifer Bero)

Budget

11. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-72 to increase the Community Services Block Grant Fund in the amount of $9,090 and increase the General Fund Reserves in the amount of $225. (Lin Polk)

12. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-82 to the Self Insurance Fund in the amount of $895,000 to provide additional funding for Insurance Claims against Seminole County. (Lin Polk)

13. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-83 through the FRDAP Grant Fund in the amount of $200,000 to increase funding for the Jetta Point Park grant. (Lin Polk)

14. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-84 through the 2001 Infrastructure Sales Tax Fund in the amount of $18,990 to recognize funding received from the City of Oviedo for the Oviedo CR 419 at Reed Avenue Sidewalk project. (Lin Polk)

15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) # 07-85 to the Sewer Connection Fees Fund in the amount of $95,751 to provide additional funding for the Greenwood Lakes Reclaim Tank 2. (Lin Polk)

16. Approve and authorize the Chairman to execute Budget Change Request #07-24 from the Emergency 911 Fund in the amount of $93,000 to cover communication expenditures through the end of FY 2006/07. (Lin Polk)

MSBU

17. Approve and authorize the Chairman to execute the Satisfaction of Lien for which the final Genova Drive Water Service MSBU assessment payment has been received for parcel 05-21-32-301-001F-0000; owner Freeman, Alphonzar. District 5 - Carey (Kathy Moore)

18. Approve the fee resolution establishing a revised application processing fee schedule for the Municipal Services Benefit Unit Program. (Kathy Moore)

19. Adopt and authorize the Chairman to execute a resolution establishing revisions to Section 22.10 of the Seminole County Administrative Code. (Kathy Moore)

Planning and Development
Development Review

20. Approve and authorize the Chairman to execute the final plat for Heritage Commons, containing 89 townhome lots on an 11.42 acre parcel zoned PUD (Planned Unit Development), located on the east side of Dodd Road, approximately 250 feet south of Red Bug Lake Road, in Section 24, Township 21 S, Range 30 E, within Dodd Road Townhomes PUD; Beazer Homes Corp., applicant. District 1 - Dallari (Cynthia Sweet)

21. Approve and authorize the Chairman to execute the final plat for Markham Woods Enclave, containing 5 residential lots on a 6.10 acre parcel zoned A-1 (Agriculture), located on the west side of Markham Woods Road, approximately 1 1/2 miles north of Lake Mary Boulevard, in Section 2, Township 20 S, Range 29 E (King Builders, LLC, applicant). District 5 - Carey (Cynthia Sweet)

22. Authorize the release of the Regency Estates Maintenance Bond #41028975 in the amount of $100,063.15 for the Regency Estates, a/k/a Mikler Lakes road improvements. District 1 - Dallari (Bryan Potts)

23. Authorize the release of the Magnolia Pointe Subdivision Private Road Maintenance Agreement and Irrevocable Letter of Credit in the amount of $20,313.00 for the Magnolia Pointe Subdivision road improvements. District 1 - Dallari (Bryan Potts)

24. Authorize the release of the Vihlen Road ROW - Kay's Landing Right of Way Utilization Permit Maintenance Bond #929365718 in the amount of $16,646.32 for the Vihlen Road ROW - Kay's Landing road improvements. District 5 - Carey (Bryan Potts)

25. Approve and authorize the Chairman to execute the 2 lot minor plat for Culbreth Subdivision located on a 2.2 acre parcel zoned RC-1 (Country Homes) on Carter Road, west of Markham Woods Road, in Section 02, Township 20 S, Range 29 E (Darryl Culbreth, applicant). District 5 - Carey (Alan willis)

Public Safety
Animal Services

26. Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Casselberry for the provision of animal control services and accept the transfer of the City of Casselberry's Animal Control inventory to the County to become effective upon signatures of all parties, or August 1, 2007, the latter of the two; and approve and authorize the Chairman to terminate the existing Interlocal Agreement dated October 23, 2001. District 2 - McLean (Tad Stone)

Public Works
Engineering

27. Approve and authorize the Chairman to execute Easement Number 3107 from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Seminole County for the Wekiva Park Drive Project. District 5 - Carey (Jerry McCollum)

28. Adopt Resolution and authorize the Chairman to execute an Airspace Agreement and Addendum with the Florida Department of Transportation for construction and maintenance of the General Hutchison Pedestrian Overpass conveying the Cross Seminole Trail across US Highway 17/92 at General Hutchison Parkway. District 2 - McLean , District 4 - Henley (Jerry McCollum)

29. Adopt Resolution and authorize the Chairman to execute a Locally Funded Reimbursement Agreement - Supplemental Amendment Number 2 with the Florida Department of Transportation for construction of US Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard (FDOT Financial Management Number 414779-1-58-01). District 4 - Henley (Jerry McCollum)

- **Constitutional Officers Consent Agenda (Items No. 30 - 30)**

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

30. Approval of Expenditure Lists and Payroll List; Approval of 2006 Property Tax Roll Final Report; Approval of BCC Official Minutes dated June 26, 2007. (Dave Godwin)

Regular Agenda

31. **Cross Connection Control Plan** - Approve funding of the initial phase of the Cross Connection Control Plan with implementation of rate change to coincide with the initiation of individual Phase activities. Specific funding strategies of the phases will be requested for approval as each of these separate activities is initiated. (Bob Briggs)

32. **Code Enforcement Board Lien** - Case #06-85-CEB Request for reduction of penalty on the property located at 1251 Dunbar Avenue, Lake Monroe - Toshia Blake, and require these costs to be paid within 60 days or the lien will revert to its original amount. District 5 - Carey (Tina Williamson)

33. **East Collector Road Impact Fee District** - Request to schedule and advertise public hearings to consider an amendment to the Land Development Code of Seminole County establishing a new Sunset Date for the East Collector Road Impact Fee District. (Jeffrey Hopper)

34. **School Impact Fee Ordinance** - Request to schedule and advertise a public hearing to consider amendments to the Land Development Code of Seminole County relating to school impact fees. (Tina Williamson)

35. **Flood Prone Properties Ordinance** - Request to schedule and advertise public hearings to consider amendments to the Land Development Code of Seminole County relating to flood prone properties. (Tom Helle)

County Manager's Briefing

36. **School Concurrency** - Staff is briefing the Board on the draft Interlocal Agreement and the Public School Facilities Element, and advising them of the process and timeframes allocated to the adoption of this Element as part of the Comprehensive Plan. (Dori DeBord)

County Attorney's Briefing

- **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

37. **Large Scale Future Land Use Amendment** - From Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) for 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, to the Department of Community Affairs, based on staff findings (Harling, Locklin & Associates, Hugh Harling, applicant). District 5 - Carey (Austin Watkins)

38. **Right-of-Way Vacate** - Resolution to vacate and abandon that portion of the unimproved public rights-of-ways known as Spruce Street, Linden Avenue, Walnut Avenue, and two 14.00 feet wide unnamed alleys as shown on the plat of Replat of Section No. 1, Sanford Grove, as recorded in Plat Book 4, Page 21, Public Records of Seminole County, Florida; located north of SR 46 and east of Brisson Avenue, in Section 32, Township 19 S, Range 31 E (The School Board of Seminole County, Florida, applicant). District 5 - Carey (Cynthia Sweet)

38A. **Small Scale Future Land Use Amendment Ordinance -** From LDR (Low Density Residential) to PD (Planned Development) and a rezone ordinance from A-1 (Agriculture) to PUD (Planned Unit Development), for 1.46 ± acres located at the southeast corner of State Road 426 and East Red Bug Road, (Obeda Property / Mike Dowd, applicant). District 1 - Dallari (Austin Watkins)

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

Adjourn BCC Meeting

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

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

Item No. 1

PRESENTATION

Charter Certificate from Boy Scouts of America for Seminole County's EMS/Fire/Rescue Division to continue its participation in the Learning for Life Exploring Program

Presented by:

Jerry Brady, District Executive, Boy Scouts of America
Jonathan Wilson, Explorer Director, Boy Scouts of America

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-2116-07/JVP - Charter Oaks Wall

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

AUTHORIZED BY: Steve Howard **CONTACT:** Jacqui Perry **EXT:** 7114

MOTION/RECOMMENDATION:
Award CC-2116-07/JVP in the amount of $169,222.00 to Paragon Development & Construction, Inc. of Orlando, Florida, for all architectural/engineering plans and specifications, labor, materials, clean fill dirt, machinery, coordination, local and state permits and all incidentals necessary for the demolition of the existing Charter Oaks/Tamarak wood board fence and the construction of a new 6 foot high brick wall, footer, pilasters and brick planters.

County-wide Ray Hooper

BACKGROUND:

CC-2116-07/JVP will provide for all architectural/engineering plans and specifications, labor, materials, clean fill dirt, machinery, coordination, local and state permits and all incidentals necessary to demolish and completely remove approximately 650 feet of the designated portion of the existing Charter Oak/Tamarak Subdivision wood board fence, including footers, pilasters and debris and to construct a new 6 foot high brick wall, footer, pilasters and brick planters.

This MSBU project was publicly advertised as DB-2116-07/JVP since the design of the proposed replacement wall was included as part of the project scope. The County received four (4) bids and the Review Committee consisting of Kathy Moore, Program Manager, MSBU; Paula Seigler, Project Manager, MSBU; and Jerry Matthews, Principal Coordinator, Public Works - Engineering Division, reviewed the responses. Consideration was given to the bid price, qualifications and experience of the Contractor.

The Review Committee recommends award of this project to the lowest priced, responsive, responsible bidder, Development & Construction, Inc of Orlando, Florida, in the amount of $169,222.00. The completion time for this project is 150 days for substantial plus 14 days to final, for a total agreement time of 164 calendar days from issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet, and the Award Agreement references this construction project as CC-2116-07/JVP.

This is a budgeted project and funds are available in the account line for MSBU Fixed Term Assessment-Contracted Services (075100.530340).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2116-07/JVP in the amount of $169,222.00 to Paragon Development & Construction, Inc of Orlando, Florida, for all architectural/engineering plans and specifications, labor, materials, clean fill dirt, machinery, coordination, local and state permits and all incidentals necessary for the demolition of the existing Charter Oaks/Tamark wood board fence and the construction of a new 6 foot high brick wall, footer, pilasters and brick planters.

ATTACHMENTS:

1. CC-2116-07_JVP Award Agreement to Paragon Development and Construction, Inc.
2. CC-2116-07_JVP Backup Documents

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT
CHARTER OAKS/TAMARAK SUBDIVISION WALL
(CC-2116-07/JVP)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **PARAGON DEVELOPMENT & CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2426 Baesel View Drive, Orlando, Florida 32835, 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 CC-2116-07/JVP - Charter Oaks/Tamarak Subdivision Wall.

The Project for which the Work under the Contract Documents is a part is generally described as CC-2116-07/JVP - Charter Oaks/Tamarak Subdivision Wall.

SECTION 2. ENGINEER.

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

(b) "CEI" is the Seminole County Engineer or COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean Seminole County.

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 FIFTY (150) 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.

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

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

the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is ONE HUNDRED SIXTY-NINE THOUSAND TWO HUNDRED TWENTY-TWO AND NO/100 DOLLARS ($169,222.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

(d) CONTRACTOR acknowledges that performance of the Work will

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

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

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

SECTION 5. PAYMENT PROCEDURES.

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

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

(c) *Final Payment.* Upon Final Completion and acceptance of the

Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

conditions of the Contract Documents.

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

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

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

(k) CONTRACTOR acknowledges that the performance of the Work

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

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

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement

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

(1) This Agreement;

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

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

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

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

(1) Performance Bond;

(2) Payment Bond;

(3) Material and Workmanship Bond;

(4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

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

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) Contractor's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

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

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

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

(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

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

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

SECTION 9. LIQUIDATED DAMAGES.

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

costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, FIVE HUNDRED EIGHTY AND NO/100 ($580.00) 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:

MSBU Program
1101 E. First Street
Sanford, FL 32771

For CONTRACTOR:

Jessie Sloum, Superintendent
Paragon Development & Construction, Inc.
2426 Baesel View Drive
Orlando, FL 32835

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:

PARAGON DEVELOPMENT & CONSTRUCTION, INC.

_____ , Secretary

By:_____
PARVIS MOUSAVI, President

[CORPORATE SEAL]

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AEC:jjr
07/27/07; 7/30/07
P:\Users\jroyal\Purchasing 2007\Agreements\CC-2116-07-JVP.doc

EXHIBIT A

BID FORM

COPY

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Charter Oaks/Tamarak Subdivision Wall / MSBU
COUNTY CONTRACT NO. /DB-2116-07/JVP (CC-2116-07/JVP)

Name of Bidder: PARAGON DEVELOPMENT & CONSTRUCTION INC

Mailing Address: 2426 BAESEL VIEW DR

Street Address: 2426 BAESEL VIEW DR

City/State/Zip: ORLANDO FL 32835

Phone Number: (407) 399-2543

FAX Number: (407) 299-0116

Contractor License Number: CGC1505604

E-Mail Address: Paragondevconstruction@Yahoo.com

TO: Purchasing 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. _____ through _____, 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 WALL BID: 158,562.00
Numbers

One hundred fifty Eight Thousands five hundred sixty two & 00/100
(IN WORDS)

TOTAL AMOUNT OF ALTERNATE DRAINAGE BID: 10660.00
Numbers

TEN THOUSANDS SIX HUNDRED SIXTY & 00/100
(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.
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
Required Forms: Public Entity Crimes Form
Conflict of Interest
Drug Free Workplace
Notice of No Bid
Section 00330 – Drug-Free Workplace Form
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 18th day of JULY, 2007.

PARAGON DEVELOPMENT & CONSTRUCTION INC.

(Name of BIDDER)

P. Mousavi

(Signature of person signing this BID FORM)

PARVIS MOUSAVI

(Printed name of person signing this BID FORM)

PRESIDENT

(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS BIDDER'S BOND

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

EXHIBIT B

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
		N/A		

TOTAL $_____

PARVIS MOUSAVI
Printed Name

P. Mousavi
Signature

PARAGON DEV. & CONSTRUCTION INC
Bidder Name

7/18/07
Date

EXHIBIT C

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: Paragon Development & Construction Inc
2426 Baeselview Dr
Orlando FL 32835

Signature: P M Mousavi

Printed Name: Parvis Mousavi

Title: President

Date: P M Mousavi 7/27/07

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 27th day of July, 2007, by PARVIS MOUSAVI of Paragon Dev. & Const. firm), on behalf of the firm. (He/She is personally known to me or has produced FL DL [redacted] identification.

SARA LEE REMPE
Notary Public - State of Florida
My Commission Expires Nov 1, 2009
Commission # DD 447416
Bonded By National Notary Assn.

Sara Lee Rempe
Print Name SARA. LEMPE
Notary Public in and for the County
and State Aforementioned

My commission expires:_____

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-2116-07/JVP (DB-2116-07/JVP)
PROJECT TITLE: Charter Oaks/Tamarak Subdivision Wall
OPENING DATE: July 18, 2007, 2:00 P.M.

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Paragon Dev. & Construction Inc. 2426 Baesel View Dr. Orlando, FL 32835 paragondevconstruction@yahoo.com Parvis Mousavi (407) 399-25431 – Phone (407) 299-0116 – Fax	Conpilog International Co. 452 Osceola Street. Ste 104-105 Altamonte Springs, FL 32701 conpilog@hotmail.com Luis Pinzon (407) 265-9784 – Phone (407) 265-2224 – Fax	AJC Construction, LLC 8046A Presidents Dr. Orlando, FL 32809 alcaputo@aol.com Alexander Caputo 407-855-5572 - Phone 407-855-4922 - Fax	Cathcart Contracting Co. 1056 Willa Springs Dr. Winter Springs, FL 32708 mblanton@cathcartcontracting.com Matt Blanton (407) 629-2900 X21 – Phone (407) 677-4212 – Fax
TOTAL AMOUNT OF BID DRAINAGE ALTERNATE TOTAL	**$158,562.00** $10,660.00 $169,222.00	**$203,820.00** $7,500.00 $211,320.00	**$207,000.00** $10,000.00 $217,000.00	**$223,500.00** $25,000.00 $248,500.00
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
Public Entity Crimes Form	Yes	Yes	Yes	Yes

Opened and Tabulated by Jacqui Perry
(Revision Posted July 19, 2007 at 2:30 p.m. Eastern)

Recommendation of Award: Paragon Development & Construction Inc.
(Revision Posted July 27, 2007 at 12:30 p.m. Eastern by R. Hunter)

BCC Agenda Date: August 14, 2007

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services - PS-2051-07/BHJ - Continuing Professional Lake Management Services

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

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

MOTION/RECOMMENDATION:
Approve ranking list and authorize staff to negotiate rates for PS-2051-07/BHJ – Continuing Professional Lake Management Services with Environmental Research and Design, Inc. of Orlando, FL (Not To Exceed $499,000.00 per year).

County-wide Ray Hooper

BACKGROUND:

PS-2051-07/BHJ will provide professional services for the Seminole County Lake Management Program (SCLMP) related to lake management and water quality services. This project was publicly advertised and the County received nine (9) submittals (listed alphabetically):

- BCI Engineers and Scientists, Inc.
- Biological Research Associates, Inc.
- EMS Scientists Engineers, Planners, Inc.
- Environmental Reasearch and Design, Inc.
- Geosyntec Consultants
- MACTEC Engineering and Consulting, Inc.
- Reiss Environmental, Inc.
- TEK Science & Engineering
- Water & Air Research, Inc.

The Evaluation Committee, which consisted of Gloria Eby, Senior Coordinator, Public Works; Albert English, Program Manager, Public Works; Mark Flomerfelt, Stormwater Manager, Public Works; Kim Ornberg, Principal Engineer, Public Works; Marianne Pluchino, Scientist, Public Works; and Shannon Wetzel, Scientist, Public Works, evaluated the submittals and agreed to interview three (3) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

- Project Approach and Understanding;
- Similar Work of Proposed Team;
- Innovation Ideas.

The attached backup documentation includes the Bid Tabulation, the Presentation Summary & Scoring Sheets, the Evaluation Summary Sheet and the Project Scope. The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. Environmental Reasearch and Design, Inc.
2. BCI Engineers and Scientists, Inc.
3. MACTEC Engineering and Consulting, Inc.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the ranking list and authorize staff to negotiate rates for PS-2051-07/BHJ – Continuing Professional Lake Management Services with Environmental Research and Design, Inc. of Orlando, FL (Not To Exceed $499,000.00 per year).

ATTACHMENTS:

1. PS-2051-07/BHJ - Backup - Scoring Sheets
2. PS-2051-07/BHJ - Backup - Bid Tabulation and Scope

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

EVALUATION RANKINGS
PS-2051-07/BHJ - Continuing Professional Lake Manegement Services

	G. Eby	M. Flomerfelt	K.Ornberg	M. Pluchino	A. English	S. Wetzel	TOTAL POINTS	RANKING
BCI Engineers & Scientists, Inc.	2	2	2	2	6	2	16	2
Biological Research Associates, LLC	5	6	6	7	8	6	38	6
EMS Scientists, Engineers, Planners, Inc.	8	9	9	5	4	9	44	9
Environmental Research & Design, Inc.	1	1	1	1	2	1	7	1
Geosyntec Consultants	7	8	7	6	6	6	40	7
MACTEC Engineering and Consulting, Inc.	3	3	4	3	1	4	18	3
Reiss Environmental, Inc.	6	4	3	8	5	8	34	5
TEK Science & Engineering	9	7	8	9	3	5	41	8
Water & Research, Inc.	4	5	5	4	8	3	29	4

The Evaluation Committee agrees to short-list the following firms:

Environmental Research & Design, Inc.
BCI Engineers & Scientists, Inc.
MACTEC Engineering and Consulting, Inc.

Gloria Eby

Marianne Pluchino

Mark Flomerfelt

Albert English

Kim Ornberg

Shannon Wetzel

PRESENTATIONS RANKINGS
PS-2051-07/BHJ - Continuing Professional Lake Management Services

	G. Eby	M. Flomerfelt	K.Ornberg	M. Pluchino	A. English	S. Wetzel	TOTAL POINTS	RANKING
BCI Engineers & Scientists, Inc.	2	2	2	2	2	2	12	2
Environmental Research & Design, Inc,	1	1	1	1	1	1	6	1
MACTEC Engineering and Consulting, Inc.	3	3	3	3	3	3	18	3

The Evaluation Committee agrees to the following ranking:

1. **Environmental Research & Design, Inc.**
2. **BCI Engineers & Scientists, Inc.**
3. **MACTEC Engineering and Consulting, Inc.**

Gloria Eby

Marianne Pluchino

Mark Flomerfelt

Albert English

Kim Ornberg

Shannon Wetzel

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: Environmental Research & Design, Inc.
QUALIFICATION COMMITTEE MEMBER: Gloria Eby

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

Specialization in water quality / lake management projects greatly demonstrated. Firm outlined project approach tangent to Seminole County's Lake Management Program (SCLMP) garnishing full understanding of Scope/Project. Addressed variabilities critical to developing a Lake management plan.

Score 49
(0-50)

Similar Work of Proposed Team: (30)

Firm demonstrated excellent Restorations, BMAP nutrient Budgets projects showing staff is highly specific to Lake Management Services. Several projects presented represent the precise reach of SCLMP.

Score 29
(0-30)

Innovative Ideas: (20)

PAR data to represent plant species floating highly Innovative thought-of-the box.
Many projects demonstrated Unique Isopleths, alum treatment facilities & designs. EPA & FDEP loadings into ERD's developed model for Basin loading estimates.

Score 10
(0-20)

Ranking 1 *Total Score (0-100)* 78

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: BCI Engineers & Scientists, Inc.
QUALIFICATION COMMITTEE MEMBER: Gloria Eby

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

Firm demonstrated solid understanding of scope related to Lake Management Services.
Regulatory and Citizen based needs recognized as challenges in dealing with Lake Management.

Score 49
(0-50)

Similar Work of Proposed Team: (30)

Overall team demonstrates acceptable experience. BCI experience related to Lake Management / Restoration limited although Project Manager highly experienced.

Score 22
(0-30)

Innovative Ideas: (20)

Project manager demonstrated innovative ideas relating to past experience such as City Lake Management Program; prominent Chairs in NALMS/FLMS; Comprehensive Lake Management Plans, etc. Implemented stormwater utility to meet LMP needs.

Score 18
(0-20)

Ranking 2 *Total Score (0-100)* 89

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: MACTEC Engineering & Consulting, Inc.
QUALIFICATION COMMITTEE MEMBER: Gloria Eby

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

Project approach demonstrated Strong TMDL driven methodologies. Lake management/restoration activities specific to scope needed clarification.

Score 46
(0-50)

Similar Work of Proposed Team: (30)

Firm demonstrated Similar work acceptable. MACTEC experience related specific to TMDL modeling/nutrient tracking. Lake management specifics (Restoration plans implemented & statistically marked water quality improvements) not emphasized.

Score 20
(0-30)

Innovative Ideas: (20)

Firm presented several innovative assessments highly specific to TMDL information gathering. (Would have preferred) ideas specific to managing lakes not TMDL's specifically.

Score 17
(0-20)

Ranking 3 *Total Score (0-100)* 83

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: Environmental Research & Design, Inc.
QUALIFICATION COMMITTEE MEMBER: Albert English

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

SEDIMENTS, IN CARES, HYDROLOGIC BUDGET,
* HYDROLOGIC INPUTS
FULL STAFF => COST/TIME SAVINGS FOR COUNTY IN HOUSE STAFF
EXCELLENT PROJ. HAS ALL TOOLS NEEDED FOR COUNTY TO HAVE OUTSTANDING LAKE
MAN. PROGRAM.

Score 50
(0-50)

Similar Work of Proposed Team: (30)

LAB, TEAM FOR OVER TEN YEARS, BUTLER LAKES IN ORANGE, EXCELLENT PAST WORK;
WINTER HAVEN, CITY OF; PALM BEACH CITY OF
ALUM TREATMENT EXP. LARGEST IN WORLD

Score 30
(0-30)

Innovative Ideas: (20)

BASIN LOADING

Score 19
(0-20)

Ranking 1

Total Score (0-100) 99

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: BCI Engineers & Scientists, Inc.
QUALIFICATION COMMITTEE MEMBER: Albert English

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

DEP, CITY CAKELAND, STORMWATER PROGRAM/UTILITY
GOOD PROJ.

Score 48
(0-50)

Similar Work of Proposed Team: (30)

STRONG TEAM & TASK STRUCTURE, FDEP ASSIST, CITY OF LAKELAND, POLK COUNT
LAKE PARKER DIAGNOSTIC STUDY, ALGAL

Score 29
(0-30)

Innovative Ideas: (20)

LOW IMPACT DEVELOPMENT, PEI. LAKES FOR FUNDING

Score 18
(0-20)

2
48
29
18
95

Ranking (2)

Total Score (0-100) 95

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: MACTEC Engineering & Consulting, Inc.
QUALIFICATION COMMITTEE MEMBER: Albert English

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

GOOD APPROACH, FAIR. PRES. WAS NOT CLEAR W/UNDERSTANDING THE PROJECT

Score 47

(0-50)

Similar Work of Proposed Team: (30)

ALUM INJECTION EXP. CITY OF MAITLAND, WEKIVA RIVER,
LAB SUBS IF AWARDED, SAVANNAH RIVER, EUSTIS MUCK FARM PROJECT

Score 28

(0-30)

Innovative Ideas: (20)

Score 18

(0-20)

47
28
18
93

Ranking 3

Total Score (0-100) 93

DAVID BAKER
VANESSA

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: **Environmental Research & Design, Inc.**
QUALIFICATION COMMITTEE MEMBER: **Mark Flomerfelt**

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: **(50)**
Hydrologic Budget Key to Lake understanding
Grossly over estimate Runoff/sediments w/LKS
Detailed Review of Existing Data
Ability WQ, Horizontal Flow Impt, Vertical Ass
Direct Measurements of ALL inputs
Internal Recycling

Score 48
(0-50)

Similar Work of Proposed Team: **(30)** Very Specific Examples of EACA
In House Lab capable of complete work
LK Thonotosa - SWFMD
Butler Carlo Lakes - complex interconnections
Winter Haven Chain of LKS
Lake Mizell - WP Chain

Score 29
(0-30)

Innovative Ideas: **(20)**
Par samples w/ Maps to Plant New Veg.
Automated Alum Collection
Lake Buckeye Project Largest in County
Proven Work History
Average Annual Runoff Volume

Score 18
(0-20)

Ranking _____ ***Total Score (0-100)*** _____

- JOHN Kiefer
- TONY JANICKI

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: **BCI Engineers & Scientists, Inc.**
QUALIFICATION COMMITTEE MEMBER: **Mark Flomerfelt**

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: **(50)**

Local Knowledge - 1 Person operation - Biological/chemical
4 Lake eco regions / Growth led to Impaired Waters
TMDL/NPDES understanding

Prior work in area - Gene

Score 45
(0-50)

Similar Work of Proposed Team: **(30)**

Gmedey over 30 yrs @ DEP/Alatoka Co + Lakeland 19 yrs
Team Approach of Program
FDEP contract work for TMDLs
Tom Eberhart - Sweetwater Labs @ Alum Applications
Greenwater Labs @ Types of Algae
Volusia Co. Adress Sampling Program
LK Hollingsworth - Lakeland

Score 25
(0-30)

Innovative Ideas: **(20)**

5 working Days notice to Start
10 yr LK Meet Plan - Future impairments
LID in Codes, Fertilizer, Ordinance
Long Term Maintenance Dredging Program
Lake Analysis

Score 18
(0-20)

Ranking _____ ***Total Score (0-100)*** _____

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: **MACTEC Engineering & Consulting, Inc.**
QUALIFICATION COMMITTEE MEMBER: **Mark Flomerfelt**

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Shortelle, Burns, Stroehlen. – M. GOODWIN

Project Approach and Understanding of Project: **(50)**

Nutrient Impairment – TSI Target
Primary Production, I.D. Rank Reduction
Microbial Source Track

65% Project Manager

Score 40

(0-50)

Similar Work of Proposed Team: **(30)**

Maitland LKS
Wekiva Nitrate Sources Study
Savannah Harbor D.O. TMDL
Orange Co – Upper Bodley Lk. Shortelle
Tarum Sank – w/sweetwater technology

Score 26

(0-30)

Innovative Ideas: **(20)**

Bacteriological Source Tracking
PCR BASED – Source Molecular

7

Score 16

(0-20)

Ranking _____ ***Total Score (0-100)*** _____

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: Environmental Research & Design, Inc.
QUALIFICATION COMMITTEE MEMBER: Kim Ornberg

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)
sole focus of company; in-house lab; eqpt inhouse; hydrologic budget emphasis - over estimate flow (common occurrance); don't ignore sediments; OLD people; BMP selection; meteorologic inputs; nutrient inputs watershed/WQ model; BMP selection

Score 50 (0-50)

Similar Work of Proposed Team: (30) David Parker Vanessa
an awful lot Harvey; Chip; Modeling; lab —
LK Thonotosassa; Butler Chain - 3yr time pd
Winter Haven Chain of Lakes 9/05 - present
Palm Beach Chain of Lakes 8/00 - 9/02 (2yrs)
LK Seminole Alum 12/03 - present
Continuous simulation rainfall → avg annual distance loading
Alum projects — numerous!!

Score 30 (0-30)

Innovative Ideas: (20)
in-house NELAC lab; large supply of eqpt in-house
spreadsheet model
expertise + in-house = ↓ $
No subs = ↓ $
grant apps.

Score 20 (0-20)

Overall: An excellent presentation & experience

Ranking 1 **Total Score (0-100)** 100

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: BCI Engineers & Scientists, Inc.
QUALIFICATION COMMITTEE MEMBER: Kim Ornberg

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)
Karma; lake ecoregions; SW basins; growth; impaired waterbodies; TMDL - fiscally demanding; nutrient enrichment; aquatic plant mgmt; algal toxins (Greenwater labs)

Score 45
(0-50)

Similar Work of Proposed Team: (30) SW utility
3550 – Gene Medley 30+ yrs - worked on SemCo lakes WDEP
John Kiefer; Yanbing Jia; Tony Janicki; certified habitat assessments; alum applications; 10 lake/yr plan + analysis; Volusia Co; FDEP TMDL development; LK Parker; LK Hollingsworth; Martin Co. SW monitoring WASP; WAMview – 2 Alum projects

Score 25
(0-30)

Innovative Ideas: (20)
LID; Citizen Awards/Incentives; Fert. Ord; Long Term dredging maint.

Overall: Very good experience + presentation

Score 18
(0-20)

Ranking 2

Total Score (0-100) 88

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: MACTEC Engineering & Consulting, Inc.
QUALIFICATION COMMITTEE MEMBER: Kim Ornberg

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)
TSI - Est TSI target, background TSI, loading sources, identify & rank reduction technologies; concept / final design; DO: source assessment, temp, flow, SWMM, algae, sed, ident load sources
Question approach - assess existing data, data gaps, sources; cost effective load abatement; GIS database **Score** 45 **(0-50)**

Similar Work of Proposed Team: (30)
65% Ann Shortelle - Orange Co Watershed Plans / TMDLs; Lake Parker TMDL/Load Reduction Feasibility; SWFWMD; SMC; Aquatic Vegetation Control; TeeMark; HBEnLab; Brennan Some analytical in-house; alum design City of Maitland; Wekiva River Basin nutrient loading Savannah Harbor; Orange County **Score** 25 **(0-30)**

Innovative Ideas: (20)
grant apps; educational DVD (site specific)

Overall: Good presentation & experience but did not clearly address the 3 criteria in the presentation. **Score** 10 **(0-20)**

Ranking 3 **Total Score (0-100)** 80

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: Environmental Research & Design, Inc.
QUALIFICATION COMMITTEE MEMBER: Marianne Pluchino

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

Lots of previous research and plans are already completed. This will shorten the time to get a positive result! Impressive knowledge covering all possible sources of pollutants.

Score 50

(0-50)

Similar Work of Proposed Team: (30)

Work efforts are exactly what the County desires. Extensive examples of successful end product! Restoration plans are working!

Score 30

(0-30)

Innovative Ideas: (20)

Spreadsheet Basin Loading Model! Familiar w/ most models and knowledge of what will work best!

Score 20

(0-20)

Ranking 1

Total Score (0-100) 100

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: BCI Engineers & Scientists, Inc.
QUALIFICATION COMMITTEE MEMBER: Marianne Pluchino

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

Great team covering all aspects!
Advanced lake management experience
Very aware of growth issues, TMDLs, and nutrient contamination
Impressive examples of "whole lake" knowledge
Great track record
Gene is awesome w/lake management

Score 50 (0-50)

Similar Work of Proposed Team: (30)

Refining TMDLs with FDEP's support!!
Great relationships with other experts to assist with restorations - Volusia County, City of Lakeland - great examples of successful work!
(Would like to have seen more ALUM success in FL.)

Score 29 (0-30)

Innovative Ideas: (20)

Low Impact Development!
Long term dredging program -

Score 20 (0-20)

Ranking 2 *Total Score (0-100)* 99

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: MACTEC Engineering & Consulting, Inc.
QUALIFICATION COMMITTEE MEMBER: Marianne Pluchino

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

Obvious awareness of Seminole County lakes and pollutant issues. Great that experts support public involvement.

Score 45
(0-50)

Similar Work of Proposed Team: (30)

Limnology experience is extensive
City of Maitland Management Plan covered extended time period.

More "end results" of restoration was desired

Score 25
(0-30)

Innovative Ideas: (20)

Liked emphasis on "flexibility"
Even though company is large, Citizen interaction is still important!

Score 20
(0-20)

Ranking 3 *Total Score (0-100)* 90

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: Environmental Research & Design, Inc.
QUALIFICATION COMMITTEE MEMBER: Shannon Wetzel

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

FIRM IS SPECIFIC TO TASKS SPECIFIED
IN-HOUSE NELAC CERTIFIED LAB
GAVE DETAILED UNDERSTANDING OF LAKES AND PROPOSED METHODOLOGY
SHOWED SPECIFIC EXAMPLES OF LAKE IMPROVEMENT BASED ON HIS WORK

Score 50
(0-50)

Similar Work of Proposed Team: (30)

TEAM WORKED TOGETHER OVER 10 YRS.
MULTIPLE LAKE ASSESSMENTS THAT INCLUDE "A-Z" TASKS
EXPERIENCE WITH COMPLEX HYDROLOGY
NUMEROUS INNOVATIVE ALUM PROJECTS

Score 30
(0-30)

Innovative Ideas: (20)

SPREADSHEET BASIN LOADING MODEL
UNIQUE EQUIPMENT
IN-HOUSE STAFF AND EXTENSIVE EXPERIENCE RESULTS IN LOWER MAN-HOURS FOR TASKS

Score 20
(0-20)

*Ranking*____ *Total Score (0-100)* 100

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: BCI Engineers & Scientists, Inc.
QUALIFICATION COMMITTEE MEMBER: Shannon Wetzel

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

GOOD COMPREHENSIVE UNDERSTANDING OF A LOCAL GOVT. LAKE MANAGEMENT PROGRAM
VERY BROAD OVERVIEW

Score 45
(0-50)

Similar Work of Proposed Team: (30)

ALL TEAM MEMBERS HAVE EXPERIENCE BOTH AS A TEAM AND INDIVIDUALLY
- GOOD COMPREHENSIVE EXPERIENCE FROM PLANNING A COMPREHENSIVE LAKE MANAGEMENT PLAN → STORMWATER MGMT, TMDL PROGRAM → LAKE RESTORATION & DIAGNOSTIC STUDIES
- WORK W/ DEP ON TMDL DEVELOPMENT

Score 28
(0-30)

Innovative Ideas: (20)

GOOD TEAM APPROACH
NO SPECIFIC EXAMPLES

Score 18
(0-20)

*Ranking*____ *Total Score (0-100)* 91

PS-2051-07/BHJ – Continuing Professional Lake Management Services

SUBMITTAL COMPANY NAME: MACTEC Engineering & Consulting, Inc.
QUALIFICATION COMMITTEE MEMBER: Shannon Wetzel

EVALUATION CONSIDERATIONS
INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

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- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable
  ***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Approach and Understanding of Project: (50)

APPROACH SEEMED LIMITED TO TMDL ISSUES
LARGE COMPANY WHICH MAY BE MORE OF AN IMPAIRMENT

Score 30
(0-50)

Similar Work of Proposed Team: (30)

NUMBER OF STUDIES CONTRACTED WITH SJRWMD, DEP

Score 25
(0-30)

Innovative Ideas: (20)

SPEAKER'S BUREAU, WEB BASED TECHNIQUES
MOST INNOVATIVE TECHNIQUES GEARED TOWARD EDUCATION

Score 15
(0-20)

*Ranking*_____ *Total Score (0-100)* 70

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

PS NUMBER: PS-2051-07/BHJ

PS TITLE: Continuing Professional Lake Management Services

DATE: June 6, 2007 TIME: 2:00 P.M.

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
BCI Engineers & Scientists, Inc. 1232 W. Indiantown Road, STE 107 Jupiter, FL 33458 Gene Medley Executive Vice President (561) 741-8838 (561) 741-8953	Biological Research Associates, LLC 3905 Crescent Park Drive Riverview, FL 33569 Douglas J. Durbin, Ph.D. Vice President (813) 664-4500 PH (813) 664-0440 FX	EMS Scientists, Engineers, Planners, Inc. 393 CenterPointe Cir. STE 1483 Altamonte Springs, FL 32701 John C. Moore, Jr., P.E. Vice President (407) 260-0883 PH (407) 331-4176 FX	Environmental Research & Design, Inc. 3419 Trentwood Ave., STE 102 Orlando, FL 32812 Harvey H. Harper, III President (407) 855-9465 PH (407) 826-0419 FX
RESPONSE -5-	**RESPONSE -6-**	**RESPONSE -7-**	**RESPONSE -8-**
Geosyntec Consultants 14055 Riveredge Drive, STE 300 Tampa, FL 33737 Donald J. Strickland Associate (813) 558-0990 PH (813) 558-9726 FX	MACTEC Engineering and Consulting, Inc. 4150 N. John Young Parkway Orlando, FL 32804 Todd D. Schmitt, P.E. Vice President (407) 522-7570 PH (407) 552-7576 FX	Reiss Environmental, Inc. 12001 Research Parkway, STE 228 Orlando, FL 32826 C. Robert Reiss, Ph.D., P.E. President (407) 679-5358 PH (407) 679-5003 FX	TEK Science & Engineering 3006 Moss Valley Place Winter Park, FL 32792 Jeff Earhart, P.E. Vice President (407) 267-8905 PH (407) 677-1012 FX
RESPONSE -9-			
Water & Research, Inc. 6821 SW Archer Road Gainesville, FL 32608 William C. Zegal President (352) 372-1500 PH (352) 378-1500 FX			

Tabulated by B. Johnson – Posted June 8, 2007 (11:00 A.M. Eastern)

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

PS NUMBER: PS-2051-07/BHJ

PS TITLE: Continuing Professional Lake Management Services

DATE: June 6, 2007 TIME: 2:00 P.M.

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Evaluation Committee Meeting: ***Revised:*** **June 25, 2007 at 11:00 AM Eastern**
Wekiva River Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773

Short Listed Firms:
BCI Engineers & Scientists, Inc.
Environmental Research & Design, Inc.
MACTEC Engineering and Consulting, Inc.

Presentation Date/Times: **July 13, 2007 @ 9:30 AM EST, Environmental Services Large Conference Room, 500 W. Lake Mary Blvd, Sanford, FL 32773** (Posted by B. Johnson Thursday, June 28, 2007 @ 4:30 PM)

BCC Agenda Date - Request to Approval to Negotiate (Rank): August 14, 2007
(Updated by B. Johnson 7/13/2007 at 4:00 PM EST)

1. **Environmental Research & Design, Inc.**
2. **BCI Engineers & Scientists, inc.**
3. **MACTEC Engineering & Consulting, Inc**

BCC Agenda Date - Award: TBD

SEMINOLE COUNTY CONTINUING PROFESSIONAL LAKE MANAGEMENT SERVICES

EXHIBIT A: SCOPE OF SERVICES

Introduction

This Scope of Services outlines potential work efforts to be performed by consultants for the Seminole County Lake Management Program (SCLMP) related to lake management and water quality services. Details of potential projects and services are outlined below.

Potential Work Efforts

1. **Development of Hydrologic and Nutrient Budgets**: As directed by SCLMP, consultants will perform all engineering, field, and laboratory services necessary to develop nutrient and hydrologic budgets for selected lakes. Evaluation of hydrologic inputs and losses may be performed for direct precipitation, stormwater runoff, shallow groundwater seepage, deep groundwater recharge, flow between interconnected lakes, evaporation, and any other potential inputs or losses which may affect the evaluated lake. These hydrologic inputs and losses may be evaluated directly using field measurements and studies or may be estimated based upon accepted modeling or other types of evaluation techniques. Evaluation of nutrient/pollutant budgets may include inputs and losses from bulk precipitation, groundwater seepage, deep groundwater, runoff inputs, internal recycling, flow between interconnected lakes, and any other significant nutrient/pollutant inputs or losses. The inputs and losses may be evaluated based upon field measurements or using professionally accepted evaluation techniques.

2. **BMP Evaluations:** Consultants may perform field or desktop evaluations of the performance efficiency of selected BMPs. These evaluations may include a review of the engineering details of the BMP to be evaluated; set-up and maintenance of stormwater collection and hydrologic monitoring equipment; installation and monitoring of shallow groundwater wells; collection and analysis of water, sediment, or soil samples; data evaluation; literature reviews; evaluation of new products, and other types of information necessary to assist in establishing the performance efficiency of the selected BMP.

3. **Nutrient Analysis**: Consultants may perform evaluations of nutrient loadings from identified sources, including collection of precipitation, groundwater, surface water, stormwater, baseflow, sediment, or soil samples, and associated laboratory analyses to achieve the study objectives.

4. **Estimation of Loadings**: Consultants may perform both field and desktop studies to estimate nutrient and pollutant loadings generated by identified land use types or areas. Field evaluations may be performed which would include set-up and monitoring of collection equipment, collection of hydrologic data, and laboratory analyses for selected parameters. Desktop studies may also be performed to estimate loadings using

professionally acceptable modeling and evaluation techniques.

5. **Land Use Analysis**: Consultants may perform evaluations related to the analysis of various land use types and associated nutrient and pollutant loadings. These evaluations and analyses may be based upon field monitoring or desktop studies.

6. **Expert Testimony:** At the request of SCLMP, consultants will provide expert testimony related to any of the potential activities outlined in this Scope of Work.

7. **Sampling**: At the request of SCLMP, consultants will perform sampling services related to collection and analysis of surface water samples, stormwater samples, baseflow samples, groundwater seepage, sediment samples, soils, shallow groundwater, benthic macroinvertebrates, zooplankton, algae, aquatic macrophytes, bacteria, bulk precipitation, and other sampling activities as directed by SCLMP. These sampling activities may include installation and monitoring of field equipment and subsequent laboratory analyses for selected parameters.

8. **Limnology/Limnological Investigations:** As directed by SCLMP, consultants will perform limnological investigations to address specific issues related to aquatic ecosystems or for purposes of routine data collection. These investigations may include collection and analysis of water samples, sediments, soils, shallow groundwater, groundwater seepage, benthic macroinvertebrates, algae, bacteria, zooplankton, or other parameters as directed by SCLMP. Work efforts performed will include field collection activities, set-up and maintenance of appropriate monitoring equipment, collection of in-situ data using submersible water quality monitors, Secchi disk measurements, measurement of photosynthetic active radiation (PAR), flow monitoring, development of water quality or predictive models, and any other measurements necessary to accomplish the goals of the study.

9. **Wetland Restoration**: Consultants will perform evaluations related to wetland restoration with respect to water quality improvements. These services may include evaluation and establishment of hydroperiods for wetlands, collection and analysis of field samples, evaluation of wetland hydrology, and nutrient dynamics within wetlands.

10. **Designs of BMPs**: Consultants may provide services related to the conceptual and final design for BMPs to achieve specified water quality goals. The BMPs will be selected based upon site conditions, nutrients/pollutants of concern, and anticipated performance efficiency. Design phase services may also include bidding assistance and construction observation and management.

11. **Mapping Services**: As directed by SCLMP, consultants may perform mapping services related to establishment of vegetative communities within lakes, bathymetric maps, sediment or muck depth bathymetry, mapping and delineation of watersheds and sub-basins, identification and mapping of land use within watersheds, mapping of soil types, wetland areas, and other mapping services as directed by SCLMP.

12. **Develop Water Quality Models**: Consultants may develop lake water quality or predictive models to evaluate lake response to nutrient/pollutant inputs or evaluate water quality

response to proposed BMPs.

13. **GIS Services:** As directed by SCLMP, consultants may provide GIS services related to lake and watershed management projects. These services may include mapping and delineation of watersheds, delineation of municipal jurisdictions and associated cost-share contribution, characterization of soils, land use, vegetation types, topography, and other GIS services as directed by SCLMP.

14. **Development of Management Plans**: Consultants may develop lake and watershed management plans to achieve specific water quality goals. These management plans may address the existing nutrient/pollutant sources impacting water quality and provide recommendations for activities for both structural and non-structural activities to improve water quality characteristics.

15. **Nutrient Abatement Services**: Consultants may provide nutrient abatement services as requested by SCLMP which may include evaluation of sediment recycling, evaluation of groundwater seepage, determination of chemical requirements for sediment inactivation, application of liquid alum or other coagulants to achieve nutrient inactivation or abatement, and other services as directed by SCLMP.

16. **Data Analysis**: Consultants may perform data analysis on data sets generated by consultant or provided by SCLMP. These services will include establishment of an appropriate database, statistical evaluations of the data, trend analyses, analysis of variance, simple descriptive statistics, nonparametric statistics, generation of both tabular and graphical data formats, and generation of conclusions regarding the data.

17. **Report Preparation**: Consultants may provide both draft and final reports related to any activities performed during the Scope of Services.

18. **Public Presentations**: As directed by SCLMP, consultants may provide public presentations of the results of work efforts assigned by SCLMP. These public presentations may be to homeowners groups, stakeholders, governmental agencies, the Seminole County Board of County Commissioners, or other forum designated by SCLMP.

19. **Conduct Investigations for NPDES and TMDL Requirements**: As directed by SCLMP, consultants may conduct field investigations, identify stormsewer and watershed delineations, perform data review, conduct pollutant loading calculations, develop water quality models, and other services necessary to support NPDES and TMDL requirements.

20. **Lake Restoration Activities:** As directed by SCLMP, consultants may conduct restoration activities including but not limited to dredging, aquatic plant harvesting etc. within a designated waterbody. These restoration activities may be conducted using a SCLM approved sub-contractor, with the consultant providing oversight.

21. **Project Management Services:** Consultant shall coordinate and schedule all activities on the behalf of SCLMP to provide various project management activities related to in-lake restorations. Project management includes but is not limited to obtaining necessary support documents and permits (dredge, herbicide, grass carp, ERPs, etc.) on the behalf

of the SCLMP, scheduling public meeting(s) to disseminate the SCLMP's recommendations to the lakefront residents, coordination/scheduling with SCLMP vendors on all contracted lake restoration activities (mechanical, herbicidal, etc.), schedule and perform site inspection/supervision of contracted work. Close coordination shall include but not limit to the following: Seminole County MSBU Program, Seminole County Subdivision Rehabilitation Program, lake resident associations, and Florida Department of Environmental Protection Bureau of Aquatic Plant Management. Consultant may provide any additional services requested by the SCLMP that are related to the SCLMP and/or Water Quality Program.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park

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

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

MOTION/RECOMMENDATION:
Approve ranking list and authorize rate negotiations for PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park with PBS&J of Orlando, Florida.

County-wide Ray Hooper

BACKGROUND:

PS-2084-07/LKR will provide architectural and engineering services for the Design and Construction Administration of Jetta Point Park.

This project was publicly advertised and received nine (9) submittals (listed alphabetically):

Bellomo-Herbert & Company, Inc.
Bentley Architects + Engineers, Inc.
Glatting Jackson Kercher Anglin, Inc.
Herbert-Halback, Inc.
Land Design Innovations, Inc.
PBS&J
The Scott Partnership Architecture, Inc.
Starmer Ranaldi Planning and Architecture, Inc.
TEK Science and Engineering

The Evaluation Committee, which consisted of Steve Howard, Administrative Services Director; Scott Werley, Construction Manager; Joe Gasparini, Parks and Recreation Manager; and Rich Steiger, Facilities Planner, evaluated the submittals. Consideration was given to the approach/understanding of the project, qualifications of proposed personnel and the firm, qualifications of subconsultants, similar project experience and projects completed as a team, and location of the firm. The committee agreed to interview the following four (4) firms (listed alphabetically).

Bellomo-Herbert & Company, Inc.
Herbert-Halback, Inc.
PBS&J
TEK Science and Engineering

The Committee interviewed the four (4) short-listed firms giving consideration for designing to budget, permitting & coordination of government entities, Construction Manager At-Risk experience, experience with a project of this size and projects worked as a team. The backup documentation includes the Tabulation Sheet, the Evaluation Consensus Sheet, and the Presentation Evaluation Consensus and Evaluation Sheets.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate with the top-ranked firm, PBS&J, in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA).

1. PBS&J
2. Bellomo-Herbert & Company, Inc.
3. Herbert-Halback, Inc.
4. TEK Science and Engineering

STAFF RECOMMENDATION:

Staff recommends the Board approve the ranking list and authorize rate negotiations for PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park with PBS&J of Orlando, Florida.

ATTACHMENTS:

1. PS-2084-07_LKR Agenda Backup

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

PS NUMBER: PS-2084-07/LKR
PS TITLE : Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park
DATE: May 16, 2007 TIME: 2:00 P.M.

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

RESPONSE -1-	**RESPONSE -2-**	**RESPONSE -3-**	**RESPONSE -4-**
Bellomo-Herbert & Company, Inc. 100 E. Pine Street, Suite 204 Orlando, FL 32801 Frank Bellomo (407) 422-4845 – Phone (407) 422-0699 – Fax	Bentley Architects + Engineers, Inc. 665 West Warren Avenue Longwood, FL 362750 Molly A. deVivero, P.E. (407) 331-6116 – Phone (407) 331-4566 – Fax	Glatting Jackson Kercher Anglin, Inc. 120 N. Orange Ave. Orlando, FL 32801 Gary Warner (407) 843-6552 – Phone (407) 839-1789 – Fax	Herbert-Halback, Inc. 423 S. Keller Rd., #300 Orlando, FL 32810-6132 Ginger Corless (407) 422-1449 – Phone (407) 875-0851 – Fax
RESPONSE -5-	**RESPONSE -6-**	**RESPONSE -7-**	**RESPONSE -8-**
Land Design Innovations, Inc. 140 N. Orange Ave. Suite 295 Winter Park, FL 32789 Tracy L. Crowe (407) 975-1273 – Phone (407) 975-1278 – Fax	PBS&J 482 South Keller Road Orlando, FL 32810 David W. Larsen, RLA (407) 647-7275 – Phone (407) 647-0624 – Fax	The Scott Partnership Architecture Inc. 423 S. Keller Rd., Ste. 200 Orlando, FL 32810 Kimberly Day, AIA (407) 660-2766 – Phone (407) 875-3276 – Fax	Starmer Ranaldi Planning and Architecture Inc. 820 W. Broadway St. Oviedo, FL 32765 Rania Girgis (407) 977-1080 – Phone (407) 977-1019 – Fax
RESPONSE -9-			
TEK Science and Engineering 3006 Moss Valley Place Winter Park, FL 32792 Jeffrey J. Earhart, P.E., VP (407) 677-1012 – Phone (407) 677-1012 – Fax			

Tabulated by Lisa Riner, Senior Procurement Analyst *(Posted by Lisa Riner May 17, 2007 at 12:00 p.m. Eastern)*

Evaluation Committee Meeting: May 29, 2007 at 3:00 p.m. in the Administrative Services Department
(Posted by Lisa Riner May 17, 2007 at 12:00 p.m. Eastern) Conference Room, Five Points - 200 W. County Home Road, Sanford, FL 32773

Committee agreed to short-list the following firms: Bellomo-Herbert & Company, Inc.
(Posted by Lisa Riner May 31, 2007 at 8:30 a.m. Eastern) Herbert-Halback, Inc.
PBS&J
TEK Science and Engineering

Presentations/Interviews: June 15, 2007 at 2:30 p.m. in the Administrative Services Department
(Posted by Lisa Riner May 31, 2007 at 8:30 a.m. Eastern) Conference Room, Five Points - 200 W. County Home Road, Sanford, FL 32773

Bellomo-Herbert & Company, Inc.	2:30-2:55
Herbert-Halback, Inc.	3:05-3:30
PBS&J	3:40-4:05
TEK Science and Engineering	4:15-4:40

Board of County Commissioners Agenda Date - Request Approval to Negotiate (Ranked): July 24, 2007
(Posted by Lisa Riner June 18, 2007 at 9:00 a.m. Eastern)

1. PBS&J
2. Bellomo-Herbert & Company, Inc.
3. Herbert-Halback, Inc.
4. TEK Science and Engineering

Board of County Commissioners Agenda Date – Award: TBD

EVALUATION RANKINGS
PS-2084-07/LKR - Architectural and Engineering Services for Design and Construction of Jetta Point Park

	S. Howard	J. Gasparini	S. Thomas	S. Werley	TOTAL POINTS	RANKING
Bellomo-Herbert & Company, Inc.	2	8	3	3	16	3
Bentley Architects + Engineers, Inc.	3	3	4	8	18	4
Glatting Jackson Kercher Anglin, Inc.	8	5	2	4	19	5
Herbert-Halback, Inc.	6	4	4	2	16	3
Land Design Innovations, Inc.	5	6	5	5	21	6
PBS&J	1	1	1	1	4	1
The Scott Partnership Architecture, Inc.	9	9	7	9	34	8
Starmer Ranaldi Planning and Architecture, Inc.	7	7	6	7	27	7
TEK Science and Engineering	4	2	3	6	15	2

The Evaluation Committee agrees to short-list the following firms:

Bellomo-Herbert & Company, Inc.
Herbert-Halback, Inc.
PBS&J
TEK Science and Engineering

Steve Howard

Joe Gasparini

Speed Thomas

Scott Werley

PRESENTATION RANKINGS
PS-2084-07/LKR - Architectural and Engineering Services for Design and Construction of Jetta Point Park

	S. Howard	J. Gasparini	R. Steiger	S. Werley	TOTAL POINTS	RANKING
Bellomo-Herbert & Company, Inc.	2	3	3	3	11	2
Herbert-Halback, Inc.	4	2	4	2	12	3
PBS&J	1	1	1	1	4	1
TEK Science and Engineering	3	4	2	4	13	4

The Evaluation Committee recommends the following ranking:

PBS&J
Bellomo-Herbert & Company, Inc.
Herbert-Halback, Inc.
TEK Science and Engineering

Steve Howard

Joe Gasparini

Rich Steiger

Scott Werley

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: Bellomo-Herbert and Company, Inc.

QUALIFICATION COMMITTEE MEMBER: Steve Howard

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

Presented 6 projects they have completed under budget

Score 90 (0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Extensive experience

Score 92 (0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Extensive experience

Score 93 (0-100)

Criteria: Projects Worked as a Team (15%)

Several years

Score 92 (0-100)

(367)

TOTAL SCORE (0-100 Points) 91.4

RANKING (2)

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: Herbert-Halback, Inc.

QUALIFICATION COMMITTEE MEMBER: Steve Howard

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

presented ~~[illegible]~~ Conceptual estimate showing our project within budget

Score 88 (0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

~~[illegible]~~ provided overview of experience

Score 90 (0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

~~[illegible]~~

Have worked on projects Private / Public CM @ Risk

Score 89 (0-100)

Criteria: Projects Worked as a Team (15%)

Communicated several years

Score 89 (0-100)

TOTAL SCORE (0-100 Points) 88.85 (356)

RANKING (4)

RANKING

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: Steve Howard

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

Clear understanding - County Constraints

Score 96
(0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

provided Proposed Approach "joint" process

Score 95
(0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Provided their approach and Counties they have worked on projects with CM @ Risk

Score 94
(0-100)

Criteria: Projects Worked as a Team (15%)

multiple

Score 96
(0-100)

TOTAL SCORE (0-100 Points) 95.35 (381)

RANKING 1

RANKING

(3)

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: TEK Science and Engineering

QUALIFICATION COMMITTEE MEMBER: Steve Howard

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

Provided - Some Great opportunities - Impossible Cost Savings
LED - 20% possible Savings
Lead - Certification - Solar Lighting

Score 90 (0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Has Relationships with multiple Entities

Score 89 (0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

provided - project overview with CM@R

Score 89 (0-100)

Criteria: Projects Worked as a Team (15%)

Score 89 (0-100) (357)

TOTAL SCORE (0-100 Points) 89.4

RANKING (3)

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: Bellomo-Herbert and Company, Inc.

QUALIFICATION COMMITTEE MEMBER: Joe Gasparini

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

CONSTRUCTION CO LOOK AT ESTIMATE RELATED TO UNIT ESTIMATES

Score 79
(0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Years of Exp with Permitting Agencies in Developing Park
Facilities Similar to Jetta
Thinks Design is Doable, Traffic Not a Problem
Parking maybe inadequate...

Score 79
(0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Bring in C.M. Earlier the Better...
EST. PRIOR TO C.M. SUBMISSION...

Score 79
(0-100)

Criteria: Projects Worked as a Team (15%)

Appeared to have had Long Time Working Relationships

I.D. Bold Eagle

Score 79
(0-100)

TOTAL SCORE (0-100 Points) 79

RANKING 3

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: Herbert-Halback, Inc.

QUALIFICATION COMMITTEE MEMBER: Joe Gasparini

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

Excellent Est. Understanding
Familiar with Soil in Area
Questions Design – "Y" Clearing, Piping From Parking
Septed Specialist
Concept of Design is Sound...

Score 89 (0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Talked About 4 Mitigation Opportunities
Eagle identified on Property & have worked w/ Regulatory
Currently Working on Phase I CST (Oviedo to Mikler)
Recognize Traffic ~~[illegible]~~ Flow Challenges...
Sports Lighting Understanding

Score 89 (0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Familiar with CM @ Risk...
Implement other Master Plans 30 yrs Exp.

Score 89 (0-100)

Criteria: Projects Worked as a Team (15%)

Team ~~[illegible]~~ is Park Development Team.

Score 89 (0-100)

Front of House Project costs seem to be with Funding Level!

TOTAL SCORE (0-100 Points) 89

RANKING 2

RANKING

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: Joe Gasparini

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

Show Range of Design opportunities
Cost Matrix to Track Budget Est.
Update 2006 Cost Estimate for this project...
Understand scope + purpose of this Project...
Raise the Bar of Quality

Score 95 (0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Keenly aware of Permitting Processes with WS + Oviedo
Simultaneous Streamlined Permit Process...
Established Relationship with Permitting
Vacated Eagles Nest on site...

Score 95 (0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Bring in CM Early... GMP
On Staff "Quality Control" capabilities
Have the Budget control in Place
CM as a partner in the Process

Score 95 (0-100)

Criteria: Projects Worked as a Team (15%)

In-house Team at Project Manager's Disposal
Bring CM as Early as possible

Appears to be Hungry for this Job...

Score 95 (0-100)

TOTAL SCORE (0-100 Points) 95

RANKING (1)

RANKING

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: TEK Science and Engineering

QUALIFICATION COMMITTEE MEMBER: Joe Gasparini

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

- Low overhead 470/280 wiring Lower cost.–
- Led
- Sirsteens
- LEED certification
- solar lighting 1/3 cost of park

Score 70 (0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Relationships with SJWMD, DEP, County
Looking for one submittle...

Score 70 (0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Responsibility
- Schedule
- Quality Assurance
- Costs

Score 70 (0-100)

Criteria: Projects Worked as a Team (15%)

LID construction
10% Less Design costs

Score 70 (0-100)

TOTAL SCORE (0-100 Points) 70

RANKING (4)

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: Bellomo-Herbert and Company, Inc.

QUALIFICATION COMMITTEE MEMBER: Rich Steiger

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

Project Bids have been consistently under budget; itemized components of project to better determine costs.

Score 35 (0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Review of Federal, State, County and Local Gov. regulations. Has working relationships with City + County gov on projects.

Score 25 (0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Has various experience with CM @ Risk projects

Score 15 (0-100)

Criteria: Projects Worked as a Team (15%)

Has various experience ~~with CM @ Risk projects.~~ on multiple projects as a team.

Score 15 (0-100)

TOTAL SCORE (0-100 Points) ~~95~~ 90

RANKING 3

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: Herbert-Halback, Inc.

QUALIFICATION COMMITTEE MEMBER: Rich Steiger

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

looks for potential cost savings within the site

Score 30 (0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Developed potential permits and issues.
Does surveying in house, has listed regulations that will affect the site. Has experience with the various regulating agencies

Score 20 (0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Experience is good.

Score 15 (0-100)

Criteria: Projects Worked as a Team (15%)

Team has good experience with similar projects

Score 15 (0-100)

TOTAL SCORE (0-100 Points) 80

RANKING 4

RANKING _____

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: Rich Steiger

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

looks at market conditions, design considerations, architecture ranges, develops cost matrix, involves all of the participants, estimates are done in-house

Score 40
(0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Developed partnerships with regulating agencies, has experience with the site and the permitting issue that will affect the project establishes timeline for permits.

Score 20
(0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Gets involved with the CM selection, points out the advantages with em Rich, works with CM developing GMP

Score 20
(0-100)

Criteria: Projects Worked as a Team (15%)

Has considerable amount of experience with project similar to this project working as a team.

Score 15
(0-100)

TOTAL SCORE (0-100 Points) 95

RANKING No-1

RANKING

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: TEK Science and Engineering

QUALIFICATION COMMITTEE MEMBER: Rich Steiger

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

looks at project components, looks at civil engineering, building types, looks at Low Impact Design components to save $$ costs.

Score 40
(0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

has the standard working relationships w. the regulating agencies studied the site for permitting issues

Score 19
(0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Good amount of CM Risk experience.

Score 20
(0-100)

Criteria: Projects Worked as a Team (15%)

15 parks projects over the last 3 yrs.

Score 15
(0-100)

TOTAL SCORE (0-100 Points) 94

RANKING 3

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: Bellomo-Herbert and Company, Inc.

QUALIFICATION COMMITTEE MEMBER: Scott Werley

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

< recent projects bid under budgets

Field Lighting, Architecture, Fields, Piping, Fill, Type of walks, Grass Parking, Irr.

In-house CA & Database

Score 35
(0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

SJRWMD, DEP, DOT, ACOE, Oviedo, Winter Springs

Bald Eagle nest possibly on site

Score 23
(0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

B-H - 5 projects | Listed 5 projects larger

BHM - 9 projects | ~~$10M~~ - $47M

Klima Weeks - 30 projects | $8.5M

CM @ early as possible

Score 17
(0-100)

Criteria: Projects Worked as a Team (15%)

Bellomo-Herbert & BHM - 21 years exp.

B-H, & Lotspeich 15 ~~27~~ years

B-H, Selby Weeks & BHM - 4-5 years

Score 13
(0-100)

TOTAL SCORE (0-100 Points) 88

RANKING 3

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: Herbert-Halback, Inc.

QUALIFICATION COMMITTEE MEMBER: Scott Werley

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

Conceptual cost estimate Handout
Use of alternative models

Score 38
(0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Wetlands / Mitigation banks

Score 23
(0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Widewater Point Sports
Numerous others

Score 18
(0-100)

Criteria: Projects Worked as a Team (15%)

HHI
DRMP } Numerous projects
KZF

Score 14
(0-100)

TOTAL SCORE (0-100 Points) 93

RANKING 2

RANKING

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: PBS&J

QUALIFICATION COMMITTEE MEMBER: Scott Werley

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

Established original budget w/ scope
In-house construction estimating services

Score 38
(0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Already coordinated Oviedo, Winter Springs, FDOT & SJRWMD
Sports Commission
Single review & permit submittal

Score 24
(0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

Early input from CM@Risk
Want to be involved in pre-qualification
Several similar ongoing
~~?~~ Haskell, Skanska.

Score 19
(0-100)

Criteria: Projects Worked as a Team (15%)

All in-house

Score 14
(0-100)

TOTAL SCORE (0-100 Points) 95

RANKING 1

RANKING

Presentation

PS-2084-07/LKR–Architectural and Engineering Services for Design and Construction Administration of Jetta Point Park

SUBMITTAL COMPANY NAME: TEK Science and Engineering

QUALIFICATION COMMITTEE MEMBER: Scott Werley

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Designing to Budget (40%)

PCL brought in to do estimating & budgeting
Numerous ideas / concepts to reduce const. cost
LID - Low Impact Design -- Enviro Friendly, 20% cost saving
Life cycle cost analysis

Score 35
(0-100)

Criteria: Permitting and Coordination of Government Entities (25%)

Worked with all permitting authorities
Researched DEP water & Sanitary
Looked at cost for elec.
Lead time on permitting

Score 23
(0-100)

Criteria: CM at risk experience and experience with project of this size (20%)

CM @ Risk - GOAA
North Lake Park - Lake County
Dr. Philips Park w/ PCL $6.5M

Score 16
(0-100)

Criteria: Projects Worked as a Team (15%)

TEK Libra 15 Parks in previous 3 years
MLM Bubes
PCL QA/QC

Score 12
(0-100)

TOTAL SCORE (0-100 Points) 86

RANKING 4

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Proprietary Source Miscellaneous Agreement M-600229-07/BJC - Socio-Economic Data Estimating and Projections - City/County Level

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

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

MOTION/RECOMMENDATION:
Approve Proprietary Source Procurement, Award Miscellaneous Agreement M-600229-07/BJC - Socio-Economic Data Estimating and Projects - City/County Level, and authorize the issuance of Release Orders, with Urban Dynamics Corporation, Neptune Beach (Not-to-Exceed $50,000.00 per year for 3 year term).

County-wide Ray Hooper

BACKGROUND:

M-600229-07/BJC - Socio-Economic Data Estimating and Projects - City/County Level - will provide for Urban Dynamics Corporation to provide Socio-Economic Data Services and Updates and Support for 2006 EAR Comprehensive Plan Amendments. The collection and manipulation of socio-economic data to form estimates and projections is a specialized field of planning necessary to the overall success of the County's planning process. The scope of services also provides support and technical expertise, as needed, to the Seminole County Comprehensive Planning Division in the specific socio-economic data sub-areas.

Urban Dynamics Corporation has provided the County with an extensive socio-economic analysis program in previous years and has developed the program that the County uses today. Urban Dynamics Corporation offers a unique value to the County due to their experience, knowledge and history with the County. The Agreement shall take effect on the date of its execution by the County and run for a period of three (3) years.

Authorization for services by the Consultant under the Agreement shall be in the form of written Release Orders issued and executed by the County. Each Release Order shall describe the services required and shall state the dates for completion and establish the amount and method of payment. Expiration of the term shall have no effect upon Release Orders issued pursuant to the Agreement and prior to the expiration date.

STAFF RECOMMENDATION:

Staff recommends the Board approve the Proprietary Source Procurement, award Miscellaneous Agreement M-600229-07/BJC - Socio-Economic Data Estimating and Projects - City/County Level, and authorize the issuance of Release Orders, with Urban Dynamics Corporation, Neptune Beach (Not-to-Exceed $50,000.00 per year for 3 year term).

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

MISCELLANEOUS CONTRACT
NUMBER: M-600229-07/BJC

Limited to Contracts with a not-to-exceed value of less than $50,000 and Sole Source Procurements

Contract Title: **Socio-Economic Data Estimating and Projections – PROPRIETARY SOURCE**

Contractor: **Urban Dynamics Corporation**
Address: **822 Hagler Dr, Neptune Beach, FL 32266-3754**
Telephone No.: 904-246-7075
Fax No.: 904-246-0457

ATTACHMENTS TO THIS CONTRACT:
[x] scope of services
[ ] special conditions
[ ] Sample of Purchase Order

METHOD OF COMPENSATION:
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 Socio-Economic Data Estimating and Projections – NTE $50,000 per year.

TIME FOR COMPLETION: The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

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. Expiration of the term shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on this _____ day of _____, 20_____, for the purposes stated herein. (THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

(CORPORATE SEAL)

Urban Dynamics Corporation

By: _____, President

Date:_____

--------- ********** ---------- ********** ---------- ********** ---------- ********** ----------

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

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

AGREEMENT GENERAL
TERMS AND CONDITIONS

SECTION 1. INTRODUCTION. The COUNTY desires to retain the services of a competent and qualified Contractor to provide the services specified in Exhibit "A". Therefore, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the Contractor agree as follows:

SECTION 2. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish those services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". 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. Each Purchase Order shall describe the services required and shall state the dates for completion and establish the amount and method of payment.

SECTION 3. COMPENSATION: (a) The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement on a "Fixed Fee" basis, including 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 for these services. (b) 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, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement. (c) 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:

Planning and Development Department
1101 East First Street
Sanford, FL 32771

SECTION 4. 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 and the amount of the Purchase Order 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 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 this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.
(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Contract in such a manner as will readily conform to the terms of this Contract and to make such materials available at CONTRACTOR'S office at all reasonable times during the Contract period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in this Section.
(d) 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 Contract, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 5. RESPONSIBILITY OF CONTRACTOR. 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 Contract or of any cause of action arising out of the performance of this Contract 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 negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 6. TERMINATION. (a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Contract, 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 Contract 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 Contract, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for acceptable 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 Contract.
(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Contract obligations, the COUNTY may take over the work and prosecute the same to completion by Contract 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 Contract 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 Contract 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 Contract 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 Contract.

SECTION 7. 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 8. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 9. NO CONTINGENT FEES. 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 Contract and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, COUNTY shall have the right to terminate the Contract at its discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. 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 11. 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 12. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Contract, requires the services of any subcontractors or other professional associates in connection with service covered by this Contract, 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 Contract, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 13. 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.

SECTION 14. INSURANCE. (a) 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 Contract, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Contract completion date. **The Insurance Certificate shall have this Contract number clearly marked on its face.** The amounts and types of insurance shall conform to the following minimum requirements.

(b) Coverage. The insurance provided by CONTRACTOR pursuant to this Contract 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.

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

(d) Obligations. Compliance with the following 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 Contract.

(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 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:

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 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 as follows:

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

SECTION 15. ALTERNATIVE DISPUTE RESOLUTION (ADR).
(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in section 55.1, "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 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 16. REPRESENTATIVE OF THE COUNTY AND THE CONTRACTOR. (a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Contract 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 Contract shall be addressed. The designated representative(s) 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 Contract.
(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 Contract and shall keep COUNTY continually advised of such designation.

SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts or understandings applicable to the matters contained herein and the parties agree that there are not commitments, Contracts or understandings concerning the subject matter of this Contract 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 Contracts, whether oral or written.

SECTION 18. 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 19. 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 20. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Contract 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 21. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 22. 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 23. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Contract, are in addition to any other rights and remedies provided by law.

SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Contract, 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 Contract, and shall entitle the COUNTY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

Scope Of Services

The collection and manipulation of socio-economic (SE) data to form estimates and projections is a specialized field of planning necessary to the overall success of the County's planning process. More specifically, this scope is to provide support and technical expertise, as needed, to the Seminole County Comprehensive Planning Division in the specific SE data sub-areas discussed below.

Part A – Annual Socio-Economic Data Services and Updates

Data Collection and Maintenance

The Consultant shall provide for the collection and maintenance of SE data for the preparation of estimates and projections. These data may include but are not limited to population, housing, employment, school enrollment, land use, tax base, and County revenues and expenditures. The data may also be related to building permit and impact fee activity and the Property Appraiser's records through the county's GIS system. Activity under this item shall be outside those efforts included in Part A above.

Data Manipulation

The Consultant shall provide for the utilization of current and historic data, including the Census 2000 data, as the basis for future projections on both a county-wide and a small area level of geographic detail. Projections may reflect a variety of policy alternatives under consideration, especially land use and capital improvement alternatives. This shall include analysis related to comprehensive plan land use amendments and any related matters thereto.

Data Evaluation

The Consultant, upon request by County staff, shall evaluate socio-economic data for Seminole County prepared by other entities, including but not limited to MetroPlan, SJRWMD and BEBR, in order to determine the compatibility of others' data with County-prepared measurements and projections.

Public Information

The Consultant shall provide for responding (via County staff) to various information requests related to SE data or other county statistical information referred to above. This shall also include information requests from other County departments as authorized by the Planning Manager.

Part B – Support for 2006 EAR Amendments

The Consultant, at the request of and in collaboration with County Planning staff, shall produce data and analysis products requested in support of developing and adopting the 2006 EAR Comprehensive Plan Amendments.

Compensation

The Consultant shall provide the above services in accordance with the rate schedule attached to the contract.

The total annual fee for this work order shall not exceed $ 50,000.

The Consultant's work shall be directed as needed by staff to either Part A or Part B tasks. The extent and timing of each work task shall also be directed and determined by staff as needed. The Consultant's invoice shall reflect the Part and general tasks worked on during any given billing period.

The scope of this Work Order is necessarily open-ended as the extent of each task and the resultant level of effort to complete the task will be a result of decisions made by County staff in management of this work order as research is developed. The level of completion of each task within the scope of this budget will result from those on-going County decisions.

Urban Dynamics Corporation

822 Hagler Dr. ✧ Neptune Beach, Florida 32266
904.246.7075 ✧ urbandynamics@comcast.net

May 2, 2007

Dick Boyer
Seminole County Planning Division
Via Fax to: 407-665-7385

Re: PROFESSIONAL SERVICES BILLING RATES

Dear Mr. Boyer,

Urban Dynamics Corporation is pleased to be considered for further work in support of the Planning and Development Departments mission. We look forward to continuing our long history of serving Seminole County. The following rates are applicable to additional contracts currently under consideration.

It is our operating philosophy to maintain low overhead and provide highly professional service through our experienced staff. Urban Dynamics Corporation's billing rates and cost factor calculation details are provided below. These rates include an annual increase in Principal salary based on the Consumer Price Index over that in place under our contract initiated two and a half years ago. Other cost increases, such as health care insurance premiums, have resulted in a total multiplier of 2.22 times raw salary. We are able to offer an hourly billing rate of $86.52 for Principal level services.

Billing rates for additional staff positions (indicated by *) which might but will not necessarily be added over the time period of the project are also shown, with calculations based on anticipated salaries and budgets.

Position	Principal	Sr. Associate	Associate	Support
Salary	$ 81,000	$ 60,000	$ 50,000	$ 37,000
Employer taxes and benefits	15,753	9,195	8,430	7,435
Subtotal- direct employment expense	96,753	69,195	58,430	44,435
Overhead and profit-share	36,135	29,240	23,600	16,266
Hourly salary rate	$ 38.94	$ 28.85	$ 24.04	$ 17.79
Multiplier (1,536 annual billable hours)	2.22	2.22	2.22	2.22
Billing Rate per hour	$ 86.52	$ 64.09	$ 53.40	$ 39.52

Please feel free to call or email us if you have any questions.

Singerely,

Richard J. Kirkwood
Vice President

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Intergovernmental Work Agreement between Seminole County and University of Central Florida

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

AUTHORIZED BY: Colleen Rotella **CONTACT:** Jackson Heinzelman **EXT:** 7393

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached Intergovernmental Work Agreement between Seminole County and the University of Central Florida (UCF) for the amount of $474,927.

County-wide Jackson Heinzelman

BACKGROUND:

Included within the FY 06/07 budget is a continuation of the partnership between the County and UCF for development of the SCI.Net program. The partnership provides Seminole County at non-market rates access to students being trained in the latest computer programming and the expertise of the faculty of the University. These resources work with and augment the Business and Application Development team created as part of the re-organization.

By way of background, the original partnership with UCF intended to focus on completion of all of the Planning and Development Department's business processes as a pilot for the rest of the County. The work completed thus far includes:

- Constructing the hardware infrastructure and backbone for the countywide system. With this .Net framework, the County's first development, testing and production environment is in place to integrate web services and business process countywide as they are reviewed. With completion of the countywide framework, other Departments business will essentially be integrated in as interchangeable business modules
- Business process and literature review and documentation for Planning and Development
- Countywide Agenda System development, training and deployment
- Technical Evaluation / System Specification and Build Plan for Development
- Building Division System Development substantially completed, (~80%)
- Countywide landfile project substantially completed, (70%)
- On-line bill pay substantially completed

Associated with substantial reorganization and to accelerate the development of a countywide

integrated agenda package, staff resources were shifted. With the development and deployment of the countywide agenda (Version 1.0) now completed, the system development for Planning and Development has resumed.

In addition to completion of Planning and Development, this Agreement provides a continuation of implementation of business process improvements to other areas which were also under development. These business processes which have significant customer impact include, MSBU, Solid Waste, Addressing, Customer Relationship Management and Agenda V2.0.

For the Board's information, the partnership with UCF anticipated transitioning of development and maintenance of the system over to county staff sooner than what has been feasible. With the acceleration of the program to a countywide scale, the partnership is contemplated to continue for the coming two fiscal years at which time internal staff resources will be in place to absorb the operations. The UCF partnership will continue on a more limited back basis focused on special expertise.

Adequate funds are available for this project in current FY06/07 budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Intergovernmental Work Agreement between Seminole County and the University of Central Florida (UCF) for the amount of $474,927.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

INTERGOVERNMENTAL WORK AGREEMENT
BETWEEN SEMINOLE COUNTY AND THE
UNIVERSITY OF CENTRAL FLORIDA

THIS AGREEMENT is effective as of the _____ day of _____,2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **UNIVERSITY OF CENTRAL FLORIDA**, on behalf of its Board of Trustees, a university existing and operating under the laws of the State of Florida, whose place of business is 12201 Research Parkway, Suite 501, Orlando, Florida 32826, hereinafter referred to as "UCF."

W I T N E S S E T H:

WHEREAS, UCF has analyzed COUNTY's computer software programs and systems; and

WHEREAS, UCF has made certain recommendations regarding COUNTY's existing computer software programs and systems and associated databases; and

WHEREAS, COUNTY desires to retain UCF to perform certain services regarding the recommendations made by UCF; and

WHEREAS, UCF has submitted a price proposal for the required services, detailed the required tasks, and established a schedule for performance; and

WHEREAS, COUNTY has budgeted FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED TWENTY SEVEN AND NO/100 DOLLARS ($474,927.00) for the performance of those services, including the deliverables associated

with those services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and the good and valuable monetary consideration, all hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. SCOPE OF SERVICES. Subject to the terms of this agreement, COUNTY agrees to purchase from UCF, and UCF agrees to provide COUNTY, the services described in Exhibit A attached hereto and incorporated herein by this reference (the "Services").

SECTION 3. TERM. This Agreement shall be effective from the date it is executed by the parties and shall remain effective until December 31, 2009.

SECTION 4. TOTAL COST OF THE SERVICES. COUNTY hereby agrees to pay UCF the sum of FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED TWENTY SEVEN AND NO/100 DOLLARS ($474,927.00) for the services described in Exhibit A.

SECTION 5. BILLING AND PAYMENT. Beginning three (3) months after the execution of this Agreement and quarterly thereafter, UCF shall deliver one-fourth (1/4) of the deliverables. Billing shall be on a quarterly basis and shall reflect actual cost incurred during that quarter for the services described in Exhibit A.

SECTION 6. FORCE MAJEURE. In the event any party hereto is

prevented from performing this Agreement in a timely manner due to hurricane, flood, tornado, civil disorder, act of God, or other force majeure, then said party shall not be in default hereunder if it provides prompt notice to the other party; provided, however, that performance shall recommence upon the cessation of such event and its effects that caused the inability to perform.

SECTION 7. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 8. PUBLIC RECORDS. In accordance with Chapter 119, Florida Statutes, the parties shall retain and allow public access to all documents, papers, letters and other materials which have been made or received in conjunction with this Agreement and the Services, except for records disposed of in compliance with Section 119.041, Florida Statutes. If either party asserts an exemption from disclosure of the contents of any record, that exemption shall not be binding on the other party unless it receives adequate notice of such exemption from the asserting party.

SECTION 9. RECORDS AND AUDITS.

(a) UCF shall maintain at its Office of Research & Commercialization, 12201 Research Parkway, Suite 501, Orlando, Florida 32826, or at the Finance and Accounting Office, 12424 Research Parkway Suite 300, Orlando, Florida 32826, all non-exempt books, documents, papers, and other evidence related to the Services or this Agreement, unless UCF gives notice of the actual location of another site under UCF's control where such records may be accessed by the public. As

used herein, "non-exempt" means that the record is not exempt from public disclosure under the public records laws of the State of Florida. All of UCF's records related to this Agreement, exempt or non-exempt, shall be maintained until five (5) years after the last to occur of the following events: completion of an audit by COUNTY's auditor, termination of the Agreement, and resolution of any claim or litigation. UCF will provide proper facilities for inspection and copying of such records.

(b) Within the five (5) year record retention period, COUNTY or its duly authorized representative shall have access to audit, examine, and copy any of UCF's exempt or non-exempt books, documents, papers, and records related to this Agreement. UCF agrees that payments made under this Agreement shall be subject to refund for any amounts overcharged as shown by a later audit.

SECTION 10. NOTICES

(a) Whenever either party desires to give notice unto the other, such notice will be sufficient only if sent in writing, with an original signature of the party's authorized officer or employee to:

For COUNTY:
Colleen Rotella, Director
Business Innovations & Technology Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For UCF:
Kim Smith, Contract Administrator
Office of Research & Commercialization
University of Central Florida
12201 Research Parkway, Suite 501
Orlando, Florida 32826

(b) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt, or, if evidenced by a receipt of the third-party carrier or post office, the day of dispatch.

(c) UCF shall deliver invoices and the deliverables to be provided as described in Exhibit "A" only to the foregoing person and address shown for COUNTY or to such other addressee as COUNTY may by notice designate for this purpose from time to time.

SECTION 11. INDEMNITY AND INSURANCE

(a) Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents.

(b) To the extent allowed by law, each party to this Agreement shall indemnify, defend, and hold harmless the other and the other party's officers, employees, and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought or recovered against the other party to this Agreement by reason of any act or omission of the responsible party or its own officers, agents, subcontractors or employees, in the provision of Services related to this Agreement.

(c) Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such party

under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY or UCF beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) UCF shall provide any necessary workers compensation coverage and unemployment compensation for its employees, students, and other agents.

SECTION 12. CONFLICT OF INTEREST

(a) UCF agrees that it will not knowingly 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) UCF hereby certifies that to the best of its knowledge 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 UCF 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, UCF hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or other state or federal agency.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT

a) UCF agrees that it will not discriminate against any contractor, employee, or applicant for employment or work under this

Agreement because or on account of race, color, religion, sex, age, or national origin, and UCF will ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) UCF agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

SECTION 14. COMPLIANCE WITH LAWS AND REGULATIONS. In performing under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 15. EMPLOYEE STATUS

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

(b) UCF assumes total responsibility for salaries, employment benefits, contractual rights, benefits, contract payments, and federal, state, and local employment taxes, if any, attributable to UCF personnel or employees.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any of the activities to be carried out by UCF, UCF will be acting independently, in the capacity of an independent entity and not as a joint venturer, partner, associate, employee, agent, or representative of COUNTY.

SECTION 16. NO THIRD PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

SECTION 17. CONTINGENT FEES OR CONFLICTING EMPLOYMENT. UCF covenants that it has employed and retained only bona fide employees working for UCF to solicit or secure this Agreement. COUNTY warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for UCF, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement. COUNTY shall not be responsible for commissions or other consideration claimed by any third party.

SECTION 18. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and venue for any legal action in connection herewith, whether sounding in contract or tort, shall lie only in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida.

SECTION 19. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and UCF, have contributed substantially and materially to the preparation hereof.

SECTION 20. AUTHORITY OF SIGNATORY. The undersigned person signing for UCF represents that (s)he, as a corporate officer or contracting officer, has all legal authority necessary to make this Agreement on behalf of and binding upon UCF.

SECTION 21. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

SECTION 22. SEVERABILITY. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, the parties intend the remainder to be effective.

(End of Agreement - Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first shown.

WITNESSES:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

UNIVERSITY OF CENTRAL FLORIDA

_____
Signature

Title:_____

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AEC:jjr
5/25/07
P:\Users\jroyal\BITS & Information Services\UCF-SC Intergovernmental Work Agreement-2007.doc

EXHIBIT A - STATEMENT OF WORK

Statement of Work (SOW) for 16 27 8006 Duties

A number of priority items were developed during the contract period of the 16 27 8006 which had a direct impact on the SCI.Net project. This work was necessary due to the high level of interdependencies in the government processes. The items of this SOW were;

1. Deployment of the Agenda Application v1.0
2. Collection of the full MSBU Specifications and the determination of the MSBU interdependencies
3. Collection of the full Solid Waste Specifications and Land File interdependencies
4. Development of E-permit Building application process beta version.

It was necessary to bring all these projects to a level of completion to be able to perform much of the required work on the SCI.Net SOW. Additional items that are in progress and included in the SOW of this project are;

1. Completion and Deployment of the Building Application v1.0
2. Completion and Deployment of the MSBU Application v1.0
3. Development and Deployment of the Solid Waste Management System Phase I and Phase II:
    a. Phase I:
        i. Customer Service
        ii. ECAP3
    b. Phase II:
        i. Administration
        ii. Operation
4. Completion of any additional items required to Develop and Deploy the Land File Application
5. Development and Deployment of the Addressing Application v1.0
6. Deployment and Interfacing with the CRM v1.0
7. Development and Deployment of Agenda v2.0
8. Any other items that become necessary as decided by Seminole County:
    a. E-payment System
    b. Financial System Integration
    c. Grant System
    d. Software Development System
    e. Project Management System

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Mutual Termination of the Conditional Utility Agreement for Sewer Service

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

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

MOTION/RECOMMENDATION:
Approve termination of the Conditional Utility Agreement for Sewer Service for the project known as Orange Bank of Florida (f/k/a South Bank of Florida).

District 3 Dick Van Der Weide Bob Briggs

BACKGROUND:
On May 26, 2006 the Developer and the County entered into a Conditional Utility Agreement for Sewer Service in error. The Agreement was recorded into County Records on June 16, 2006. The County does not provide sewer service in this geographical area. The sewer service provider for this project is Utilities Inc. The need for said Agreement is negated.

STAFF RECOMMENDATION:
Staff recommends the Board approve the Termination of the Conditional Utility Agreement for Sewer Service for the project known as Orange Bank of Florida (f/k/a South Bank of Florida).

ATTACHMENTS:

1. Termination of Cond Utility Agreement

Additionally Reviewed By:
☑ County Attorney Review (Susan Dietrich)

MUTUAL TERMINATION OF CONDITIONAL UTILITY AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between ORANGE BANK OF FLORIDA f/k/a SOUTH BANK OF FLORIDA, a Florida corporation, whose address is 519 North Magnolia Avenue Orlando, Florida 32801, hereinafter referred to as "DEVELOPER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose mailing address is 1101 East First Street, Sanford, Florida 32771 hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, on May 26, 2006, DEVELOPER and COUNTY entered into a Conditional Utility Agreement for Sewer Service, hereinafter referred to as the "Agreement," for provision of sewer service by the COUNTY to the property of DEVELOPER as depicted in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Property"; and

WHEREAS, on June 16, 2006, the Agreement was duly recorded in Official Records Book 06291, Pages 0699 through 0731, inclusive, Public Records of Seminole County, Florida; and

WHEREAS, pursuant to the Agreement, COUNTY allocated the amount of 350 gallons per day of sewerage collection capacity for a residential subdivision proposed by DEVELOPER on the Property; and

WHEREAS, Section 32 of the Agreement provided that the Agreement inured to the benefit of and was binding upon the heirs, successors, personal representatives and assigns of the parties thereto and constituted a covenant running with the Property; and

WHEREAS, the COUNTY'S Water and Sewer Utility System does not currently provide sewerage service in the geographical area for which the project is proposed; and

WHEREAS, the COUNTY's inability to provide such sewer utility service in the area has negated the need for the Agreement; and

WHEREAS, no duties or obligations remain to be performed by the DEVELOPER pursuant to the Agreement and no monies owed to the COUNTY by the DEVELOPER remain outstanding thereunder,

NOW, THEREFORE, in consideration of the promises and mutual covenants stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEVELOPER and COUNTY agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein as covenants and agreements and are made a part hereof.

Section 2. Termination. The Agreement is hereby mutually terminated and shall have no further force or effect.

Section 3. Recording. The COUNTY shall, at its expense, immediately record this Agreement in the Public Records of Seminole County, Florida. Further, the COUNTY shall, at its expense, provide a certified copy of the Agreement to DEVELOPER forthwith.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed on the date set forth hereinabove.

ATTEST:

DEVELOPER

ORANGE BANK OF FLORIDA f/k/a
SOUTH BANK OF FLORIDA
a Florida corporation

Stacy L. Peterman, Secretary

By: Michael L. McClanahan, President

(CORPORATE SEAL)

Date: 6/8/07

STATE OF FLORIDA)
COUNTY OF Orange)

I HEREBY CERTIFY that, on this 8th day of June, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael L. McClanahan and Stacy L. Peterman, as President and Secretary, respectively, of Orange Bank of Florida f/k/a South Bank of Florida, a Florida corporation under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and did take an oath. 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.

TANIECIA LEWIS
Notary Public - State of Florida
My Commission Expires Nov 20, 2007
Commission # DD 269287
Bonded By National Notary Assn.

Notary Public in and for the County and State Aforementioned
(NOTARY SEAL)

SIGNATURE BLOCK CONTINUES ON PAGE 4

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON D. HENLEY, CHAIRMAN

Date: _____

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

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

_____
County Attorney
SED/sb

Exhibit "A" - Legal Description

EXHIBIT A

LEGAL DESCRIPTION

LOT 7 AND 8 OF A REPLAT OF BLOCK "C" NOB HILL SECTION. MEREDITH MANOR, according to the plat thereof as recorded in Plat Book 14, Page 21, of the Public Records of Seminole County Florida.

AFFIDAVIT OF CORPORATE
IDENTITY/AUTHORITY

STATE OF Florida

COUNTY OF Orange

COMES NOW, Michael McClanahan, being first duly sworn, who deposes and says:

(1) That he/she is an officer of Orange Bank of Florida, a corporation existing under the laws of the State of Florida, as its President.

(2) That he/she is authorized to execute the Term. Cond Utility Agr on behalf of the above-named corporation relating to the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

(3) That this affidavit is made to induce Seminole County to issue a Term. Cond. Utility Agreement for Seminole County to provide Sewer service to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT.

AFFIANT

The following Affidavit was signed, acknowledge and sworn to by Michael L. McClanahan, [✓] being known to me [ ] having provided _____ as identification before me this 8th day of June, 2007.

Stacy L Peterman
Expires
02/13/2010
Notary Public
Commission #
DD517598
STATE OF FLORIDA

Notary Public, State of Florida
My Commission Expires: 2-13-2010

Attachment:
Exhibit "A" – Legal Description

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Certificate of Public Convenience and Necessity

DEPARTMENT: Environmental Services **DIVISION:** Solid Waste Management

AUTHORIZED BY: John Cirello **CONTACT:** David Greogry **EXT:** 2022

MOTION/RECOMMENDATION:
Approve and authorize Chairman to execute Certificate of Public Convenience and Necessity for Commercial Metals Company.

County-wide David Gregory

BACKGROUND:
Chapter 235 of the Seminole County Code authorizes the Board to regulate the collection and disposal of waste in the unincorporated county. The above company has complied with the requirements as set forth in the Seminole County Code and has requested a Certificate of Public Convenience and Necessity (COPCN) from Seminole County to perform commercial collection services of waste in the unincorporated areas of Seminole County.

This firm has provided an application that indicates that they only provide recyclables collection services. Staff has verified this information through follow up investigation. This firm has provided insurance information that complies with the recent amendments to Chapter 235 of the Seminole County Code.

Firms that collect only C&D Debris, Special Wastes, or Recyclables are not required to obtain a non-exclusive commercial solid waste collection franchise. These firms are required to obtain COPCNs.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize Chairman to execute Certificate of Public Convenience and Necessity for Commercial Metals Company.

ATTACHMENTS:

1. Certificate of Public Convenience and Necessity

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

LET IT BE KNOWN, the holder of this Certificate of Public Convenience and Necessity ("the Holder") has read and agreed to comply with the requirements and standards of service set forth in Seminole County Code Chapter 235, and all other local, state and federal regulations that apply to the proper collection and disposal of waste. The Holder has acknowledged that failure to comply with any or all of the standards or requirements set forth in Seminole County Code Chapter 235 will result in termination of this Certificate of Public Convenience and Necessity.

.

Company Name: Commercial Metals Company

Street Address: 3000 Gamson Road

City, State & Zip: Apopka, Florida 32703

Type of Operation: Collection Services: Recyclable Materials

This Certificate of Public Convenience and Necessity is valid from October 1, 2006 through September 30, 2007, and is applicable to Commercial Collection Service in the unincorporated County only.

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, BCC Chairman

Date: _____

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

Seminole County
Certificate of Public Convenience and Necessity
COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to posses a COPCN issued by the Board of County Commissioners. The COPCN is ***valid from October 1, 2006 through September 30, 2007.***

Please complete all application items enclosed and return with a check to cover the $100.00 application fee and $20.00 for each vehicle identified on the *Vehicle Identification List* form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: JUNE 21, 2007

Company Name: COMMERCIAL METALS COMPANY
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Site Street Address: 3000 GAMSON ROAD

City: APOPKA State: FL Zip: 32703

Mailing Address: P.O. BOX 607069

City: ORLANDO State: FL Zip: 32860-7069

Contact Person: RUSSELL INDIVERI Phone: 407-293-6584

Email Address: RINDIVERI@CMC-SCRAP.COM

Owner/Stockholders/5% or more: PUBLICLY TRADED (NYSE: CMC)

List Prior Companies & Forms of Business: NONE

Person responsible for quarterly reports: RUSSELL INDIVERI Phone: 407.293.6584

Email Address: RUSSELL.INDIVERI @ CMC.COM

Statement of Capability and Financial Responsibility

I certify that COMMERCIAL METALS COMPANY is capable of performing the service(s) applied for and is Financially Responsible.

Signature 22 JUNE 07 *Date*

LOUIS A. FEDERLE
Print Name above

Seminole County

Certificate of Public Convenience and Necessity

COMPANY INFORMATION

Seminole County Code, Section 235.51 requires firms that collect waste, operate a landfill, disposal facility, recycling facility, or incinerator to posses a COPCN issued by the Board of County Commissioners. The COPCN is ***valid from October 1, 2006 through September 30, 2007.***

Please complete all application items enclosed and return with a check to cover the $100.00 application fee and $20.00 for each vehicle identified on the *Vehicle Identification List* form included. Make checks payable to Seminole County BCC-COPCN and mail to Carol Norwood, Solid Waste Management Division, 1950 State Road 419, Longwood, Florida 32750. Firms not meeting these requirements will no longer be authorized to work in Seminole County. If you have any questions, please contact Carol Norwood at 407-665-2257.

Date: 4-24-07

Company Name: Commercial Metals Company
(Ensure corporate name matches name filed with Florida Department of State, Division of Corporations)

Site Street Address: 3000 Gamson Rd

City: Apopka State: FL Zip: 32703

Mailing Address: P.O. Box 607069

City: Orlando State: FL Zip: 32860-7069

Contact Person: Russell Indiveri Phone: 407-293-6584 Ext 18

Email Address: RIndiveri@CMC-Scrap.com

Owner/Stockholders/5% or more: Publicly Traded on NY Stock Exchange

List Prior Companies & Forms of Business:

Person responsible for quarterly reports: Cecilia Luce Phone: 407-293-6584

Email Address:

Statement of Capability and Financial Responsibility

I certify that Commercial Metals Company is capable of performing the service(s) applied for and is Financially Responsible.

Russell Indiveri 4/24/07
Signature *Date*

Russell Indiveri
Print Name above

Seminole County

Certificate of Public Convenience and Necessity

TYPE OF OPERATION

Does your company collect waste in unincorporated Seminole County?
If yes, please complete information below.

COLLECTION SERVICES:

Materials Collected

SOLID WASTE:

- Furniture _____
- Garbage _____
- Rubbish _____
- Sludge _____

CONSTRUCTION & DEMOLTION DEBRIS:

- Concrete, brick and fines _____
- Wood _____
- Land Clearing Debris _____
- Asphalt _____
- Drywall _____
- Roofing Shingles _____

RECYCLABLE MATERIALS:

- Newspaper _____
- Glass _____
- Aluminum Cans ✓
- Plastic Bottles _____
- Steel Cans _____
- Other Plastics _____
- Ferrous Metals ✓
- Non-Ferrous Metals ✓
- Corrugated Cardboard _____
- Office Paper _____
- Food Waste _____
- Textiles _____
- Other (specify)

SPECIAL WASTE _____

- Yard Trash _____
- White Goods _____
- Tires _____
- Other (specify) _____

HAZARDOUS WASTE:

- Biological Waste _____
- Biohazardous Waste _____
- Other (specify) _____

Does your company operate a waste management facility in unincorporated Seminole County?
If yes, please complete information below.

FACILITY: Commercial Metals

Address: 3000 Gamson Rd

City Apopka, FL Zip 32703

- Equipment Parking and / or _____
- Maintenance Yard Only. _____

RECYCLING FACILITY:

- C&D Processing _____
- Materials Recovery _____
- Yard Waste/Tree Debris _____
- Disposal Facility, Specify _____

I

Materials handled at facility (list all)

Aluminum
Copper
Brass
Steel

Tons handled annually *(per material, if applicable)*

Item	*Tons per year*

Where do you deliver materials for disposal and / or processing?

NOTE:

* Include Copies Of All Pertinent Regulatory Agency Operation Permits. Attach additional pages as needed.

Seminole County

Certificate of Public Convenience and Necessity

COMPLIANCE AGREEMENT

NAME OF COMPANY: Commercial Metals Company

I/We have received and read Chapter 235 of the Seminole County Code. I/We fully understand that I/We must abide by and incorporate the requirements and standards of service set forth in this chapter in each agreement to provide service in Seminole County. I/We understand that failure to comply with any or all of the standards or requirements set forth in Chapter 235 of the Seminole County Code will result in termination of the Certificate of Public Convenience and Necessity.

COMMERCIAL METALS COMPANY

Owner: AGENT Russell Invieri Date: 4-26-07
Signature

Print Name Russell Invieri Date: 4-26-07

Notary Cecilia E. Luce Date: 4/26/07
Signature

Print Name Cecilia E. Luce Date: _____

CECILIA E. LUCE
Comm# DD0496888
Expires 2/1/2010
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Seminole County

Certificate of Public Convenience and Necessity

VEHICLE IDENTIFICATION LIST

Please complete this form and include payment to cover the $20.00 per vehicle fee.

Seminole County will issue a decal for each vehicle listed below.

- The decal will be issued upon COPCN approval and is to be displayed on the driver's side of the vehicle.

Company Name: Commercial Metals Company

YEAR	MAKE	MODEL	TYPE (roll-off, etc.)	TAG NUMBER	FLEET ID NUMBER	DECAL NUMBER *For County Use Only*
1992	FORD	LN9000	Dempster	N4624F	40020	
1994	Mack	DM690S	Roll-off	N4623F	40022	
1995	Mack	DM690S	Roll off	N4622F	40027	
2000	Mack	CH613	Tractor	H47IIJ	41009	

Total number of vehicles: 4

X 20.00 per vehicle 20.00

Sum: 80.00

Make copies as necessary

Seminole County

Certificate of Public Convenience and Necessity

AFFIDAVIT OF CORPORATE IDENTITY / AUTHORITY

STATE OF TEXAS

COUNTY OF DALLAS

COMES NOW, LOUIS A. FEDERLE, being first duly sworn, who deposes and says:

(1) That he/~~she~~ is the TREASURER, an officer of COMMERCIAL METALS COMPANY, A corporation existing under the laws of the State of DELAWARE;

(2) That he/~~she~~ is authorized to execute the Certificate Of Public Convenience And Necessity Application on behalf of the above named corporation; and

(3) That this Affidavit is made to induce Seminole County to issue a Certificate of Public Convenience and Necessity for solid waste commercial collection services to the above-named corporation.

FURTHER AFFIANT SAYETH NAUGHT

Louis A. Federle, Affiant

The following Affidavit was signed, acknowledged and sworn to by LOUIS A. FEDERLE before me this 22nd day of JUNE, 20.07

Victoria J. Green

Notary Public, State of ~~Florida~~ Texas

My commission expires: 12.14.09

VICTORIA J. GREEN
MY COMMISSION EXPIRES
December 14, 2009

Foreign Profit

COMMERCIAL METALS COMPANY

PRINCIPAL ADDRESS
6565 N. MACARTHUR BLVD
SUITE 800
IRVING TX 75039
Changed 01/20/2004

MAILING ADDRESS
POB 1046
DALLAS TX 75221
Changed 01/20/2004

Document Number	FEI Number	Date Filed
815575	750725338	09/01/1961
State	**Status**	**Effective Date**
DE	ACTIVE	NONE
Last Event	**Event Date Filed**	**Event Effective Date**
AMENDMENT	11/18/1985	NONE

Registered Agent

Name & Address
CORPORATION SERVICE COMPANY 1201 HAYS STREET TALLAHASSEE FL 32301
Name Changed: 04/13/2001
Address Changed: 04/13/2001

Officer/Director Detail

Name & Address	Title
FEDERLE, LOUIS 6565 N MACARTHUR BLVD, SUITE 800 IRVING TX 75039	T
LARSON, WILLIAM 6565 N MACARTHUR BLVD, SUITE 800 IRVING TX 75039	VP
SUDBURY, DAVID 6565 N MACARTHUR BLVD, SUITE 800 IRVING TX 75039	S

MCCLEAN, MURRAY 6565 N MACARTHUR BLVD, SUITE 800 IRVING TX 75039	P
FELDMAN, MOSES 6565 N MACARTHUR BLVD, SUITE 800 IRVING TX 75039	D

Annual Reports

Report Year	Filed Date
2005	01/25/2005
2006	01/23/2006
2007	01/16/2007

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No Name History Information

Document Images

Listed below are the images available for this filing.

01/16/2007 -- ANNUAL REPORT
01/23/2006 -- ANNUAL REPORT
01/25/2005 -- ANNUAL REPORT
01/20/2004 -- ANNUAL REPORT
01/28/2003 -- ANNUAL REPORT
01/24/2002 -- ANNUAL REPORT
04/13/2001 -- Reg. Agent Change
03/30/2001 -- ANNUAL REPORT
01/20/2000 -- ANNUAL REPORT
02/06/1999 -- ANNUAL REPORT
01/21/1998 -- ANNUAL REPORT
01/22/1997 -- ANNUAL REPORT
01/25/1996 -- ANNUAL REPORT
01/25/1995 -- ANNUAL REPORT

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

Corporations Inquiry | Corporations Help

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2007

PRODUCER
DonCo Insurance Agency, Inc.
P.O. Box 429
Seguin, Texas 78155-0429
(830) 379-0092

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
CMC Recycling (136)

P.O. Box 607069
Orlando, FL 32860-7069

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ACE American Ins Company	22667 A+
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 X XCU/BFPD Cov. X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC	HDO G2 17 28 70 6	10/01/06	10/01/07	EACH OCCURRENCE	$1,000,000.00
						DAMAGE TO RENTED PREMISES (Ea occurence)	$1,000,000.00
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$1,000,000.00
						GENERAL AGGREGATE	$5,000,000.00
						PRODUCTS - COMP/OP AGG	$5,000,000.00
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	ISA H0 76 73 23 1	10/01/06	10/01/07	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000.00
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLR C4 44 50 70 7	10/01/06	10/01/07	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$1,000,000.00
						E.L. DISEASE - EA EMPLOYEE	$1,000,000.00
						E.L. DISEASE - POLICY LIMIT	$1,000,000.00
		OTHER					

RECEIVED
MAY 29 2007
SOLID WASTE DIVISION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1. Seminole County, its official, officers and employees are additional insured.
2. This Certificate of Insurance is being provided in accordance with Chapter 235 Seminole County Code, and is in full compliance of Chapter 235 Seminole County Code.

CERTIFICATE HOLDER

Seminole County
1101 E. First St.
Attn: Carol Norwood
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 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

Craig Donegan

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ACE American Insurance Company

(a member of ACE INA Group)
A.M.Best #: 02257 NAIC #: 22667 FEIN #: 952371728

Address: 436 Walnut Street
Philadelphia, PA 19106

Phone: 215-640-1000
Fax: 215-640-5592
Web: www.ace-ina.com

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Best's Ratings

Financial Strength Ratings	View Definitions	Issuer Credit Ratings	View Definitions
Rating: **A+ (Superior)**		Long-Term: **aa-**	
Affiliation Code: **p (Pooled)**		Outlook: **Stable**	
Financial Size Category: **XV** ($2 billion or more)		Action: **Affirmed**	
Outlook: **Stable**		Date: **October 16, 2006**	
Action: **Affirmed**			
Effective Date: **October 16, 2006**			

* *Denotes Under Review Best's Ratings*

Reports and News

Visit our NewsRoom for the latest news and press releases for this company and its A.M. Best Group.

Best's Company Report - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 10/16/2006 (represents the latest significant change).
Historical Reports are available in Best's Company Report Archive.

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.
Data Status: 2007 Best's Statement File - P/C, US. Contains data compiled as of 4/27/2007 (As Received).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to five other companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

Note: Adobe Reader is required to view the reports listed above. This software is available free from Adobe Systems Inc. An Excel export option is also available once the report has been opened using Adobe Reader.

Best's Key Rating Guide Presentation Report - includes Best's Financial Strength Rating and financial data as provided in Best's Key Rating Guide products.
Data Status: 2005 Financial Data (Quality Cross Checked).

Financial and Analytical Products

Best's Property/Casualty Center - Premium Data & Reports
Best's Key Rating Guide - P/C, US & Canada
Best's Statement File - P/C, US
Best's Statement File - Global
Best's Insurance Reports - P/C, US & Canada
Best's State Line - P/C, US
Best's Insurance Expense Exhibit (IEE) - P/C, US
Best's State/Line (Combined Lines) - P/C, US
Best's State Line - Property / Casualty - Single State
Best's Schedule P (Loss Reserves) - P/C, US

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Florida Recreation Development Assistance Program (FRDAP) Grant Agreement for Jetta Point Park

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

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

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the grant agreement between the Florida Department of Environmental Protection and Seminole County in acceptance of $200,000 in reimbursement funds for the development of Jetta Point Park.

County-wide Joe Gasparini

BACKGROUND:
The Florida Department of Environmental Protection offers the FRDAP Grant Program to assist in the development of public outdoor recreational areas and facilities. On September 12, 2006, the Board approved submission of an application to this program for the development of Jetta Point Park. This reimbursement grant is being awarded to Seminole County in the amount of $200,000.

To secure the grant, the Board must approve and authorize the Chairman to execute an agreement with the Department of Environmental Protection. The 100% match requirement would be accommodated by the FY 06/07 budget previously approved by the Board for the Jetta Point Park project.

A corresponding budget amendment request is included in the Fiscal Services/Budget Division consent section for approval to establish a budget for the anticipated grant revenue and expenditures.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the grant agreement between the Florida Department of Environmental Protection and Seminole County in acceptance of $200,000 in reimbursement funds for the development of Jetta Point Park.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- ☑ Budget Review (Lisa Spriggs)
- ☑ County Attorney Review (Arnold Schneider)

DEP Agreement No. F8209
CSFA Number: 37.017
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

PROJECT AGREEMENT (SFY 2007-08) – Development

This PROJECT AGREEMENT is made and entered into this _____ day of DO NOT DATE, 2007, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and SEMINOLE COUNTY, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes; and chapter 62D-5, Part V, Florida Administrative Code, effective August 15, 2004, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall apply to this PROJECT AGREEMENT.

2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Jetta Point Park (Florida Recreation Development Assistance Program (FRDAP), FRDAP Project Number F08209), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034.

3. All forms referenced in this PROJECT AGREEMENT may be found at www.dep.state.fl.us/parks/oirs. Further, the GRANTEE will also receive all

applicable forms for administration of project with GRANTEE'S copy of the fully executed PROJECT AGREEMENT.

4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS: Lighted softball fields, and other related support facilities. These PROJECT ELEMENTS may be modified by the DEPARTMENT if the GRANTEE shows good cause and the DEPARTMENT approves the modification.

5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed $200,000.00, which will pay the DEPARTMENT'S share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	$200,000.00	50%
GRANTEE Match:	$200,000.00	50%
Type of Match:	Cash/In-Kind Services and/or Land Value	

6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT'S Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A036, referenced in s. 62D-5.058(7)(d) of the RULE, the DEPARTMENT will approve the request for payment.

7. In addition to the invoicing requirements contained in the paragraph above, the DEPARTMENT will periodically request proof of a transaction (such as invoice or payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines). When requested, this information must be provided within thirty (30) calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide, which GRANTEE shall follow .

8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. A copy of this PROCEDURE has been provided with this PROJECT AGREEMENT and may also be found at http://www.dep.state.fl.us/parks/oirs. All purchases of goods and services for

accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for FRDAP funds disbursed for the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE'S eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.

10. It is understood by the GRANTEE that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.

11. The State of Florida's performance and obligation to pay under this PROJECT AGREEMENT is contingent upon an annual appropriation by the Legislature. The GRANTEE understands that this PROJECT AGREEMENT is not a commitment of future appropriations.

12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.

13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT in accordance with s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.

14. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development.

15. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to completion of the PROJECT construction and shall certify that it has done so to the DEPARTMENT by completing the Project Completion Certification, FPS-A037, referenced in s. 62D-5.058(7)(d) of the RULE.

16. This PROJECT AGREEMENT shall become effective upon execution by both parties and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before **April 30, 2010** (hereinafter referred to as the PROJECT completion date), at which time all payment requests and completion documentation will be due to the DEPARTMENT.

17. Project completion means the PROJECT is open and available for use by the public. PROJECT must be designated complete prior to release of final reimbursement. See Rule 62D-5.054(41).

18. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this PROJECT AGREEMENT in accordance with generally accepted accounting principles consistently applied, including the PROCEDURE. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this PROJECT AGREEMENT and for five years following PROJECT AGREEMENT completion or resolution of any dispute arising under this PROJECT AGREEMENT. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

19. A. In addition to the requirements of the preceding paragraph, the GRANTEE shall comply with the applicable provisions contained in **Attachment 1, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment 1** summarizes the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of **Attachment 1**. A revised copy of **Exhibit 1** must be provided to the GRANTEE for each amendment which authorizes a funding increase or decrease. If the GRANTEE fails to receive a revised copy of **Exhibit 1**, the GRANTEE shall notify the DEPARTMENT'S Grant Manager to request a copy of the updated information.

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B. The GRANTEE is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this PROJECT AGREEMENT. The GRANTEE shall consider the type of financial assistance (federal and/or state) identified in **Attachment 1, Exhibit 1** when making its determination. For federal financial assistance, the GRANTEE shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the GRANTEE shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The GRANTEE should confer with its chief financial officer, audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

20. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE'S noncompliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the final reimbursement due the DEPARTMENT.

21. The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE'S officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.

22. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this PROJECT AGREEMENT is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.

23. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

24. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.

25. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT'S Grant Manager shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE'S Grant Manager, identified in paragraph 26, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed PROJECT status reports every January 5th, May 5th, and September 5th of each year summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.

26. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent by certified mail to the parties at the following addresses:

GRANTEE'S Grant Manager	DEPARTMENT'S Grant Manager
Mr. Joe Gasparini Manager 1101 East First Street Altamonte Springs, FL 32771	A. Diane Langston Florida Department of Environmental Protection 3900 Commonwealth Blvd., MS585 Tallahassee, Florida 32399-3000

27. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.

28. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.

29. This PROJECT AGREEMENT may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this PROJECT AGREEMENT unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07, Florida Statutes.

30. A. The DEPARTMENT may terminate this PROJECT AGREEMENT at any time in the event of the failure of the GRANTEE to fulfill any of its obligations under this PROJECT AGREEMENT. Prior to termination, the DEPARTMENT shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the GRANTEE an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.

B. The DEPARTMENT may terminate this PROJECT AGREEMENT after three years if the Governor does not approve certification forward of the PROJECT funds.

31. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for noncompliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required and continues to accrue until the date the refund and interest are paid to the DEPARTMENT.

32. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.

33. The GRANTEE may subcontract work under this PROJECT AGREEMENT without the prior written consent of the DEPARTMENT'S Grant Manager. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract. It is understood and agreed by the GRANTEE that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

34. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the owner, or by the GRANTEE if the owner has given GRANTEE authority to do so. Such PROJECT

shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.

35. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in termination of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing under Paragraph 26 of the particular violations stating a reasonable time to comply. Failure to comply within the time period stated in the written notice shall result in termination of the PROJECT AGREEMENT and shall result in the imposition of the terms in Paragraph 31.

36. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the RULE shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.

37. If the DEPARTMENT determines that site control is not sufficient under the RULE, or has been compromised, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall terminate this PROJECT AGREEMENT and shall impose the terms of Paragraph 31.

38. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.

39. A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list which may be found at http://dms.myflorida.com/dms/purchasing/convicted_suspended_discriminatory_complaints_vendor_lists. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

40. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.

41. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.

42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

43. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.

44. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the DEPARTMENT.

45. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, in the form of an Amendment duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year last written above.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: DO NOT SIGN
Division Director (or Designee)
Division of Recreation and Parks

Date

Address:
Office of Information and Recreation Services
Division of Recreation and Parks
3900 Commonwealth Boulevard
Mail Station 585
Tallahassee, Florida 32399-3000

DEP Grant Manager

Approved as to Form and Legality:
This form has been pre-approved as to form and legality by Suzanne Brantley, Assistant General Counsel, on May 10, 2007 for use for one year.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Printed Name: Carlton D. Henley
Title: Chairman

Date

Address:
1101 East First Street
Sanford, FL 32771

Grantee Attorney

ATTEST:

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

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	1	Special Audit Requirements (5 Pages)

ATTACHMENT 1

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., 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 with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB

Circular A-133, as revised.

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 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 of 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. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and 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. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

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 Department of Financial Services; 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 of Environmental Protection 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 of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate 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), 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. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an 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. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment 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 of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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, should be submitted to the Federal Audit Clearinghouse), 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. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or 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 of Environmental Protection for audits done in accordance with OMB Circular A-133, 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 reporting package was delivered to the recipient in correspondence accompanying the 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 **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
F8209	Land Acquisition Trust Fund	2007-2008	37.017	Florida Recreation Development Assistance Program	$200,000.00	140002

Total Award		$200,000.00

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Hazards Analysis Grant Agreement

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

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

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of $6,589 in reimbursement funds.

County-wide Jennifer Bero

BACKGROUND:

The Florida Division of Emergency Management ("Division") is awarding grant funds to Seminole County to update the statewide hazards analysis database. Based upon the allocation formula developed by the Division, Seminole County is entitled to receive $6,589.00. Funds will be used to conduct hazards analyses for facilities having hazardous substances in quantities above the Threshold Planning Quality as determined by the Environmental Protection Agency.

For the funds to be received, the Board must approve and authorize the Chairman to execute an agreement with the Division. This is a fixed fee, performance-based agreement with its Scope of Work and Schedule of Payments outlined in Attachment B. There is no requirement to match the allocation with County funds.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of $6,589 in reimbursement funds.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- ☑ Budget Review (Lisa Spriggs)
- ☑ County Attorney Review (Arnold Schneider)

Contract Number: _____

CSFA Number 52.023

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Seminole County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Division has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Division and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Financial Compensation Requirements, Attachment A of this Agreement, and the Scope of Work and Schedule of Payments, Attachment B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in EXHIBIT-1 and Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2007 and shall end June 30, 2008, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Division or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(b) The Recipient shall maintain all records, for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Financial Compensation Requirements - Attachment A - and the Scope of Work and Schedule of Payments - Attachment B - and all other applicable laws and regulations.

(c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Division. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

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, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government 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 Division 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 funds received from the Division, 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.

In connection with the audit requirements addressed in Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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, Fla. Stat, is not required. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, 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). Additional information on the Florida Single Audit Act may be found at the following website: http://www.state.fl.us/fsaa/statutes.html.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and
Division of Emergency Management
Bureau of Preparedness
Technological Hazards Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 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 reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable

regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) If all required deliverables are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Financial Compensation Requirements - Attachment A - and the Scope of Work and Schedule of Payments - Attachment B.

(b) The Recipient shall provide such additional program updates or information as may be required by the Division.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, sub-recipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Scope of Work and Schedule of Payments is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment B to this Agreement.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Division 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 with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless the Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing

herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Division shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. requiring the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Division any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Exercise any other rights or remedies which may be otherwise available under law;

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Division by virtue of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name, title, address, telephone number, fax number and E-mail address of the Division program manager for this Agreement is:

Mr. Timothy Date
Program Manager
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1272
Fax: (850) 488-1739
Email: tim.date@em.myflorida.com

(c) The name, title, address, telephone number, fax number and E-mail address of the Representative of the Recipient responsible for the administration of the Agreement is:

Mr. Alan Harris
Acting Emergency Management Manager
Department of Public Safety
150 Bush Blvd.
Sanford, FL 32773-6706
Telephone: (407) 665-5017
Fax: (407 665-5039
Email: aharris@seminolecountyfl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, address, telephone number and E-mail address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, within thirty (30) days after execution of the subcontract by the Recipient, a copy of the executed subcontract must be forwarded to the Division. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A - Financial Compensation Requirements
Attachment B - Scope of Work and Schedule of Payments
Attachment C - County Facilities Listing
Attachment D - Financial Invoice
Attachment E - Hazards Analysis Contract Checklist and CAMEO Guide
Attachment F – Hazards Analysis Site Visit Certification Form
Attachment G - Warranties and Representations

(17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Division agrees to pay a fixed fee of up to $6,589.00. Payment will be made in accordance with the provisions of the Financial Compensation Requirements, Attachment A of this Agreement, and the Scope of Work and Schedule of Payments, Attachment B of this Agreement.

The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period; however, all work must be performed during the contract period including any amendments agreed to by the parties. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Chief Financial Officer or the Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Division.

(18) REPAYMENTS

All refunds or repayments to be made to the Division under this Agreement are to be made payable to the order of "Cashier, Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay to the Division an additional service fee of Fifteen Dollars ($15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS

Pursuant to Section 215.422, Fla. Stat., the Division shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Division paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Division request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) The Division reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(l) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(m) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(21) STATE LOBBYING PROHIBITION

No funds or other resources received from the Division in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(22) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) PROPERTY MANAGEMENT.

(a) Title to equipment acquired by a Recipient with State funds shall vest in the Recipient, subject to conditions of this section. The Recipient must continue the operation, maintenance, repair and administration of any equipment or other personal property purchased under this Agreement in accordance with the purposes for which the funds were originally appropriated and for the period of time expressly specified in the Agreement or, failing to do so, the Recipient must return to the Division the subgrant funds used to purchase the property.

(b) The Recipient shall not use equipment acquired with State funds to provide services to non-State outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Florida statute, for as long as the State retains an interest in the equipment.

(c) The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds and shall not encumber the property without approval of the Division. When no longer needed for the original project or program, the Recipient shall use the equipment in connection with its other State-sponsored activities, in the following order of priority: (i) Activities sponsored by the Division, then (ii) activities sponsored by other State agencies.

(d) During the time that equipment is used on the project or program for which it was acquired, the Recipient shall make it available for use on other projects or programs if such other use will not interfere with the work on the project or program for which the equipment was originally acquired. First preference for such other use shall be given to other projects or programs sponsored by the Division; second preference shall be given to projects or programs sponsored by other State agencies. If the equipment is owned by the State of Florida, use on other activities not sponsored by the State of Florida shall be permissible if authorized by the Division. User charges shall be treated as program income.

(e) When acquiring replacement equipment, the Recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Division.

(f) The Recipient's property management standards for equipment acquired with State and State-owned equipment shall include all of the following.

1. Equipment records shall be maintained accurately and shall include the following information.

(i) A description of the equipment.

(ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

(iii) Source of the equipment, including the award number.

(iv) Whether title vests in the Recipient or the State of Florida.

(v) Acquisition date (or date received, if the equipment was furnished by the State of Florida) and cost.

(vi) Information from which one can calculate the percentage of State participation in the cost of the equipment (not applicable to equipment furnished by the State of Florida).

(vii) Location and condition of the equipment and the date the information was reported.

(viii) Unit acquisition cost.

(ix) Ultimate disposition data, including date of disposal and s(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the Division for its share.

2. Equipment owned by the State of Florida shall be identified to indicate State ownership.

3. A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

4. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented; if the equipment was owned by the State of Florida, the Recipient shall promptly notify the Division.

5. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

6. Where the Recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

(g) When the Recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards. For equipment with a current per unit fair market value of $5000 or more, the Recipient may retain the equipment for other uses provided that compensation is made to the Division. The amount of compensation shall be computed by applying the percentage of State participation in the cost of the original project or program to the current fair market value of the equipment. If the Recipient has no need for the equipment, the Recipient shall request disposition instructions from the Division. The Division shall determine whether the equipment can be used to meet the Division's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported to the Department of Management Services by the Division to determine whether a requirement for the equipment exists in other State agencies. The Division shall issue instructions to the Recipient no later than 120 calendar days after the Recipient's request and the following procedures shall govern.

1. If so instructed or if disposition instructions are not issued within 120 calendar days after the Recipient's request, the Recipient shall sell the equipment and reimburse the Federal awarding agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Recipient shall be permitted to deduct and retain from the State share $500 or ten percent of the proceeds, whichever is less, for the Recipient's selling and handling expenses.

2. If the Recipient is instructed to ship the equipment elsewhere, the Recipient shall be reimbursed by the State of Florida by an amount which is computed by applying the percentage of the Recipient's participation in the cost of the original project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

3. If the Recipient is instructed to otherwise dispose of the equipment, the Recipient shall be reimbursed by the Division for such costs incurred in its disposition.

4. The Division may reserve the right to transfer the title to the State of Florida or to a third party named by the State when such third party is otherwise eligible under existing statutes. Such transfer shall be subject to the following standards.

(i) The equipment shall be appropriately identified in the award or otherwise made known to the Recipient in writing.

(ii) The Division shall issue disposition instructions within 120 calendar days after receipt of a final inventory. The final inventory shall list all equipment acquired with grant funds and federally-owned equipment. If the Division fails to issue disposition instructions within the 120 calendar day period, the Recipient shall apply the standards of this section, as appropriate.

(iii) When the Division exercises its right to take title, the equipment shall be subject to the provisions for State-owned equipment.

(24) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Recipient: SEMINOLE COUNTY

BY: _____

Name and title: Carlton D. Henley, Chairman

Date: _____

ATTEST:

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

SAMAS # N/A FEID# 59-6000856

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

BY: _____

Name and Title: W. Craig Fugate, Director
Division of Emergency Management

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of $6,589.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).

2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

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Attachment A

FINANCIAL COMPENSATION REQUIREMENTS

A. Upon execution of this Agreement, the Recipient shall be compensated for tasks completed in accordance with the Scope of Work and Schedule of Payments, which are incorporated in this Agreement as Attachment B, except as provided herein.

B. Each request for payment shall be initiated by the Division upon receipt of an acceptable Financial Invoice (Attachment D) that is supported by a product that meets the requirements of this Agreement. The Recipient's authorized official shall sign the Financial Invoice. The Recipient shall submit a Financial Invoice for payment that is commensurate with the Schedule of Payments identified in Attachment B.

C. In the event that the Recipient submits less than fifty (50) percent of the completed hazards analyses on or before November 1, 2007 or less than the final fifty (50) percent of the completed hazards analyses on or before February 1, 2008, then the payment due may be reduced by an amount commensurate with the number of omitted hazards analyses and the number of days late, if any.

D. If the Division finds that the Recipient is not in compliance with the terms of this Agreement, or is not in compliance with any other grant program administered by the Division, then, without waiving its right to terminate this Agreement, the Division may, with written notice, withhold payment until the Recipient is in compliance with and is performing satisfactorily under this Agreement or the applicable requirement of any other grant program administered by the Division. The notice will be sent in accordance with Paragraph (13) of this Agreement. Noncompliance under this section includes, but is not limited to, the Recipient's failure to submit timely, accurate and complete products required under this Agreement.

End Attachment A

Attachment B

SCOPE OF WORK AND SCHEDULE OF PAYMENTS

PURPOSE

Collection of this data will be used to comply with the requirements of the Emergency Planning and Community Right-To-Know Act's planning requirements.

SCOPE OF WORK

TASK 1: Submission and Guidance

Submission of a completed hazards analysis that complies with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment C. The primary guidance documents are Attachment E (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis". All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing by certified mail, return receipt requested and approved by the Division.

TASK 2: Coordination of Activities

The following includes, but is not limited to, activities to be performed under this Agreement:

A. Submit to the Division by August 15, 2007 the name, address, telephone number and E-mail address of the Recipient's contract manager.

B. Of the facilities listed on Attachment C, fifty (50) percent of the completed hazards analyses shall be submitted electronically in CAMEOfm format to the Division no later than November 1, 2007 and the final fifty (50) percent of the completed hazards analyses shall be submitted electronically in CAMEOfm format to the Division by no later than February 1, 2008 except that later dates may be agreed upon in writing by both parties to this Agreement. Absent any extenuating circumstances and except as otherwise provided in this Agreement, work submitted after February 1, 2008 will not be accepted, reviewed or compensated. The Division will be the sole authority for determining extenuating circumstances and granting extensions to the work submission deadline.

C. Within the period of the Agreement, participation in a technical assistance training session provided by the Division is required. The Division reserves the right to waive this requirement.

D. Within the period of the Agreement, submit a list of facilities within the Recipient's geographical boundaries that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities at or above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

TASK 3: Review and Update of Hazards Analyses

A. Review and update hazards analyses for all facilities listed in Attachment C, which have reported to the State Emergency Response Commission that they have present those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities at or above the Threshold Planning Quantity. It is required that each Attachment C facility be contacted by on-site visit to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEO*fm* program. Each facility hazards analysis shall include, but is not limited to, the following items:

(1) Facility Information

(a) Provide the Facility name (per Attachment C)

(b) Facility address

Provide the physical address (no Post Office Box) of the facility.

(c) Facility Identification

Provide the State Emergency Response Commission Code identification number (per Attachment C) and the geographic coordinates (latitude and longitude in decimal degrees).

(d) Facility Emergency Coordinator

Provide the name, title and telephone number (daytime and 24-hour) of the designated facility emergency coordinator.

(e). Transportation Routes

List the main routes used (from the County line to the facility) to transport chemicals to and/or from the facility.

(f) Evacuation Routes

Based on wind direction from the North, South, East and West, identify the route(s) from the facility to exit the Vulnerable Zone(s).

(g) Historical Accident Record

Describe any past releases or incidents that have occurred at the facility. Include date, time, chemical name, quantity and number of persons injured or killed (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

(2) Hazard Identification

(a) Chemical identities

Provide proper chemical name, Chemical Abstract Service (CAS) number and natural physical state (according to exhibit C of the Technical Guidance for Hazards Analysis) for each Extremely Hazardous Substance present at the facility at any time up to one year prior to the site visit.

(b) Maximum quantity on-site

Express in exact pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance the facility has on-site at any time up to one year prior to the site visit.

(c) Amount in largest container or interconnected containers

Express in pounds the amount of each Extremely Hazardous Substance stored in the largest container or interconnected containers (this is the release amount used to determine the Vulnerable Zone).

(d) Type and design of storage container or vessel

Indicate the storage method of each Extremely Hazardous Substance, i.e., drum, cylinder, tank, and their respective capacities (It is helpful to indicate system types such as manifold versus vacuum as well).

(e) Nature of the hazard

Describe the type of hazard (i.e., fire, explosion) and health effects (acute and chronic) most likely to accompany a spill or release of each Extremely Hazardous Substance.

(3) Vulnerability Analysis

(a) Extent of the Vulnerable Zone

For each Extremely Hazardous Substance present at a facility, provide the estimated geographical area (vulnerable zone) that may be subject to concentrations of an airborne Extremely Hazardous Substance at levels that could cause irreversible acute health effects or death to human populations following an accidental release.

(b) Estimate Facility Population

Provide an estimate of the maximum number of employees present at the facility at any given time, i.e. if the facility is unmanned except for routine maintenance by only one person then, the number of employees present at any given time shall be noted as one.

(c) Critical Facilities

Identify each critical facility by name and each critical facility's maximum expected occupancy, within each vulnerable zone, which are essential to emergency response or house special needs populations (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone, that shall be noted.

(d) Estimate Total Exposed Population

Provide an estimate of the total exposed population (facility employees + general population + critical facilities), within each vulnerable zone, that would be affected in a worst case release scenario.

(4) Risk Analysis (the three ratings {Risk Assessment} at the bottom of the CAMEO*fm* Scenario Page will meet the four requirements below)

(a) Probability of release

Rate the probability of release as Low, Moderate, or High based on observations at the facility. Considerations should include history of previous incidents and current conditions and controls at the facility.

(b) Severity of consequences of human injury

Rate the severity of consequences if an actual release were to occur.

(c) Severity of consequences of damage to property

Rate the potential damage to the facility, nearby buildings and infrastructure if an actual release were to occur.

(d) Severity of consequences of environmental exposure

Rate the potential damage to the surrounding environmentally sensitive areas, natural habitat and wildlife if an actual release were to occur.

B. Identify those facilities in Attachment C for which a hazards analysis was not submitted. Supporting documentation must be provided with a list to account for the facilities for which a hazards analysis was not completed. In addition to the facility name and the State Emergency Response Commission Code identification number, supporting documentation should indicate:

(1) Facility has closed or is no longer in business.

(2) Facility is not physically located in the County (indicate appropriate County location, if known).

(3) Facility does not have Extremely Hazardous Substance(s) on-site or Extremely Hazardous Substance(s) are below the Threshold Planning Quantity. These facilities require:

(a) A Statement of Determination from the facility representative for the previous reporting year; or

(b) A letter from the facility representative fully explaining why the Extremely Hazardous Substance(s) is/are not now present at or above the Threshold Planning Quantity and a date when the Extremely Hazardous Substance(s) was/were removed from the facility.

TASK 4: <u>On-Site Visits</u>

A. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment C, to confirm the accuracy and completeness of information in the hazards analysis (Task 3).

B. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment F) to the Division for each facility site visit conducted.

C. Submit (electronically) a site plan map with the State Emergency Response Commission Code identification number and in sufficient detail to identify:

1. Location of major building(s)
2. Location and identification of EHS container(s)
3. Location of major street(s) and entrance(s)
4. North arrow

TASK 5: Submission, Distribution and Notification of the Approved Hazards Analyses

A. Upon Division approval of all required hazards analyses, one (1) copy of each approved hazards analysis (electronic format) shall be submitted to the Division. A complete copy of each approved hazards analysis shall be sent to the Local Emergency Planning Committee and a copy of the transmittal letter shall be submitted to the Division.

B. Upon Division approval of all required hazards analyses, notify all facilities (for which a hazards analysis was required) and response agencies of the availability of the hazards analyses information, make that information available upon request and submit proof of said notification to the Division.

C. Ensure that the Hazards Analysis information is reflected in the county Local Mitigation Strategy.

SCHEDULE OF PAYMENTS

A. The first payment in the amount of $2,965.05 is payable upon Division receipt of an acceptable financial invoice (Attachment D) and the completed Hazards Analyses due on or before November 1, 2007.

B. The second payment in the amount of $2,965.05 is payable upon Division receipt of an acceptable financial invoice (Attachment D) and the completed Hazards Analyses due on or before February 1, 2008.

C. A final payment in the amount of $658.90 is payable upon Division approval of all required hazards analyses, upon the Division receiving an acceptable financial invoice (Attachment D), proof of distribution of the approved Hazards Analyses to the Local Emergency Planning Committee, and proof of notification to all facilities (for which a hazards analysis was required) and response agencies of the availability of the hazards analyses information

End Attachment B

ATTACHMENT C - SEMINOLE COUNTY SECTION 302 FACILITIES

2007-2008

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 18693	CITY OF ALTAMONTE SPRINGS - WATER RECLAMATION FACILITY 950 KELLER ROAD ALTAMONTE SPRING FL 32714-	CITY OF ALTAMONTE SPRINGS 225 NEWBURYPORT AVENUE ALTAMONTE SPRIN FL 32701-3697	24 HOUR EMERGENCY ON C 407-571-8679
6 18694	CITY OF ALTAMONTE SPRINGS - WTP 2 800 OAKLAND ROAD ALTAMONTE SPRING FL 32701	CITY OF ALTAMONTE SPRINGS 225 NEWBURYPORT AVENUE ALTAMONTE SPRIN FL 32701-3697	24 HOUR EMERGENCY ON C 407-571-8679
6 30299	CITY OF ALTAMONTE SPRINGS - WTP 3 603 CRANES WAY ALTAMONTE SPRING FL 32701	CITY OF ALTAMONTE SPRINGS 225 NEWBURYPORT AVENUE ALTAMONTE SPRIN FL 32701-3697	24 HOUR EMERGENCY ON C 407-571-8679
6 18696	CITY OF ALTAMONTE SPRINGS - WTP 4 370 SAN SEBASTIAN PRADO ALTAMONTE SPRING FL 32714-	CITY OF ALTAMONTE SPRINGS 225 NEWBURYPORT AVENUE ALTAMONTE SPRIN FL 32701-3697	24 HOUR EMERGENCY ON C 407-571-8679
6 18697	CITY OF ALTAMONTE SPRINGS - WTP 5 1207 MCNEIL ROAD ALTAMONTE SPRING FL 32714-	CITY OF ALTAMONTE SPRINGS 225 NEWBURYPORT AVENUE ALTAMONTE SPRIN FL 32701-3697	24 HOUR EMERGENCY ON C 407-571-8679
6 33826	HOME DEPOT USA - 0263 882 WEST STATE ROAD ALTAMONTE SPRING FL 32714	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	TIM HERVES 321-274-7374
6 33812	HOME DEPOT USA - 0262 3455 SOUTH HIGHWAY 17-92 CASSELBERRY FL 32707	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	DAVE BUSGHZRE 407-221-5330
6 16000	SPRINT COMMUNICATIONS - GOLDENROD CENTRAL OFFICE 7601 CITRUS AVENUE GOLDENROD FL 32733-	SPRINT 6480 SPRINT PARKWAY - MAIL STOP 5B874 OVERLAND PARK KS 66251-	JENNIFER SCARPINO 407-889-1531
6 28387	A T AND T CORPORATION - FLO656 36 SKYLINE DRIVE LAKE MARY FL 32746-	A T AND T CORPORATION 898 MARIE LANE CONYERS GA 30094	RICH KALETA 407-849-5434

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 31330	BELLSOUTH TELECOMMUNICATIONS - 301BH 1100 BUSINESS CENTER DRIVE LAKE MARY FL 32746	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
6 33829	HOME DEPOT USA - 0264 4600 WEST LAKE MARY BOULEVARD LAKE MARY FL 32746	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	RON SEHL 386-822-7861
6 29463	AXON CIRCUIT - LONGWOOD 155 NATIONAL PLACE SUITE 105 LONGWOOD FL 32750-	AXON CIRCUIT 424 WARE BOULEVARD TAMPA FL 33619	HOLLAND THOMPSON 813-623-5200
6 21342	BELL CHEM 1340 BENNETT DRIVE LONGWOOD FL 32750-	BELL CHEM 1340 BENNETT DRIVE LONGWOOD FL 32750-	JOHN CERVO 407-339-2355
6 32631	MID FLORIDA GOLF CAR - LONGWOOD BRANCH 750 NORTH US HIGHWAY 17-92 LONGWOOD FL 32750	MID FLORIDA GOLF CAR DISTRIBUTORS INC 935 LONGDALE AVENUE LONGWOOD FL 32750	JEREMY HOGGE 407-699-6400
6 22278	BELLSOUTH TELECOMMUNICATIONS - 31848 84 SOUTH CENTRAL AVENUE OVIEDO FL 32765-	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
6 13739	CITY OF ORLANDO - IRON BRIDGE POLLUTION CONTROL 601 IRON BRIDGE CIRCLE OVIEDO FL 32765	CITY OF ORLANDO 5100 L B MCLEOD ROAD ORLANDO FL 32811-	BRIAN SMITH 407-830-6710
6 5398	CITY OF OVIEDO - A M JONES WATER PLANT 1600 ALAFAYA WOODS BOULEVARD OVIEDO FL 32765-	CITY OF OVIEDO 400 ALEXANDRIA BOULEVARD OVIEDO FL 32765	TOM KING 407-977-0288
6 6667	CITY OF OVIEDO WATER PLANT 707 SOUTH CENTRAL OVIEDO FL 32765-	CITY OF OVIEDO 400 ALEXANDRIA BOULEVARD OVIEDO FL 32765	TOM KING 407-977-0288
6 30474	DUMONT COMPANY - OVIEDO 812 EYRIE DRIVE OVIEDO FL 32765	DUMONT COMPANY POST OFFICE BOX 622280 OVIEDO FL 32762	RONALD H. CARTWRIGHT 407-509-4061

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 33874	HOME DEPOT USA - 287 1900 WEST STATE ROAD 426 OVIEDO FL 32765	HOME DEPOT USA INC 2455 PACES FERRY ROAD NORTHWEST ATLANTA GA 30339-4024	JOHN PERRIN 727-943-5043
6 22273	BELLSOUTH TELECOMMUNICATIONS - 33340 501 WEST 9 STREET SANFORD FL 32771-255	BELLSOUTH TELECOMMUNICATIONS 7825 RED TOP ROAD MACCLENNY FL 32063	BELLSOUTH BLDG SERVICE 800-411-6944
6 7002	CITY OF SANFORD - AUXILIARY WTP 3100 SOUTH ORLANDO DRIVE SANFORD FL 32771	CITY OF SANFORD - UTILITIES POST OFFICE BOX 1788 SANFORD FL 32772-1788	PAUL MOORE 407-330-5640
6 7003	CITY OF SANFORD - BOOSTER PLANT 1303 FRENCH AVENUE SANFORD FL 32771-340	CITY OF SANFORD - UTILITIES POST OFFICE BOX 1788 SANFORD FL 32772-1788	PAUL MOORE 407-330-5640
6 33631	CORE PIPE PRODUCTS 301 BROWN AVENUE SANFORD FL 32771	CORE PIPE PRODUCTS 301 BROWN AVENUE SANFORD FL 32771	RANDA HAPPEL-KING 407-323-0940
6 33691	EAST PENN MANUFACTURING - AMERICAN BATTERY SANFORD 4200 CHURCH STREET - SUITE 1018 SANFORD FL 32771-693	EAST PENN MANUFACTURING POST OFFICE BOX 147 LYON STATION PA 19536-0147	RICHARD MILLS 407-321-8843
6 4759	SEMINOLE COUNTY - LAKE MONROE WTP 197 HICKMAN DRIVE SANFORD FL 32773-	SEMINOLE COUNTY 200 WEST COUNTY HOME ROAD SANFORD FL 32773	RICHARD GERLING 407-678-8896

Attachment D
FINANCIAL INVOICE
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATE

RECIPIENT: Seminole County AGREEMENT # _____

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	$_____	$_____
2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	$_____	$_____
3. Final Payment(10% of contract amount) (approval, distribution & notification)	$_____	$_____
TOTAL AMOUNT	$_____	$_____

(To be completed by the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

_____ _____
Signature of Authorized Official/Title Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE $_____

(To be completed by the Division)

Attachment E

HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

	FACILITY INFORMATION
	Facility Name **{per Attachment C} (Facility page)**
	Facility Physical address **(Facility page)**
	SERC Code identification number **{i.e. SERC#XXXXX} (Department Field on Facility page)**
	Latitude & Longitude in decimal degrees **{i.e. 30.1917 - 84.3621} (Map Data tab on Facility page)**
	Facility Emergency Coordinator name, title, phone # {including daytime & 24 hr. number} **(Contact tab on Facility page)**
	Transportation Route(s) {from county line to the facility} **(Notes tab on Facility page)**
	Evacuation Route(s) to exit the vulnerable zone **(Notes tab on Facility page)**
	Historical Accident Record {If none, please note} **(Notes tab on Facility page)**
	HAZARD IDENTIFICATION (for each Extremely Hazardous Substance on site)
	Proper chemical name(s) **(Chemical in Inventory page{s})**
	Chemical Abstract Service (CAS) # **(Chemical in Inventory page{s})**
	Natural physical state {i.e. mixture, pure, liquid, solid, gas} **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	Maximum quantity on-site in pounds **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	Amount in largest container or interconnected containers **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	Type and design of storage container(s) {i.e. cylinder, steel drum, carboy etc.} **(Chemical in Inventory page{s}, Location tab)**
	Nature of the hazard {i.e., acute, chronic, fire, pressure etc.} **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	VULNERABILITY ANALYSIS (for each Extremely Hazardous Substance on site)
	Estimate vulnerable zone {threat zone} radius **(Bottom of Scenario page{s})**
	Facility Population {unmanned facilities minimum of one is required for maintenance personnel} **(ID Codes tab on Facility page)**
	Critical Facilities {name of school(s), hospital(s) etc.} and max occupancy for each [if none, please note] **(Notes tab on Scenario page{s})**
	Estimate Total Exposed Population {facility + general population + critical facilities} **(Notes tab on Scenario page{s})**
	RISK ANALYSIS (for each Extremely Hazardous Substance on site) (Scenario page{s}) **The three ratings {Risk Assessment} at the bottom of the SCENARIO PAGE(S) will meet the four requirements below**
	Rate probability of release {i.e., low, medium or high}
	Rate severity of consequences of human injury {i.e., low, medium or high}
	Rate severity of consequences of damage to property {i.e., low, medium or high}
	Rate severity of consequences of environmental exposure {i.e., low, medium or high}
	ON-SITE VISITS (within the contract period)
	Completed hazards analysis site visit certification form
	Site plan map with SERC code identification number for each facility and with sufficient detail to identify:
	Location of major building(s)
	Location of container(s) of Extremely Hazardous Substance(s)
	Location of major street(s) and entrance(s)
	North arrow

Attachment F

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

_____
Name of Facility (Please print)

_____
Name of County (Please print)

_____
State Emergency Response Commission Code identification number

_____
Name of Facility Representative (Please print)

_____ _____
Facility Representative Signature Site Visit Date

_____
Name of Inspector (Please print)

_____ _____
Inspector's Signature Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program in accordance with Paragraph (7) and Paragraph (12) of this Agreement.

(2) If applicable, records that identify adequately the source and application of funds for all federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) If applicable, written procedures to minimize the time elapsing between the transfer of funds to the Recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) If applicable, written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records, including cost accounting records that are supported by source documentation.

Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.

Codes of Conduct

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated

herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from at least 9:00 am to 5:00 pm, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

End Attachment F

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-72 - $9,315 - Community Services - Community Services Block Grant Fund/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) #07-72 to increase the Community Services Block Grant Fund in the amount of $9,090 and increase the General Fund Reserves in the amount of $225.

County-wide Lin Polk

BACKGROUND:

Additional Community Service Block Grant (CSBG) funding is being made available by the Florida Department of Community Affairs in the amount of $8,691, increasing the grant award from $230,056 to $238,747. A 20% match (18% in-kind and 2% cash) is required. The in-kind match totals $42,975, and is provided through salaries, rent, and utilities. The cash match totals $4,775, which is provided as a transfer from the General Fund to the Community Services Block Grant Fund.

The current budgeted grant revenue is $229,657. The additional grant funds require that these revenues be increased by $9,090 ($238,747 - $229,657). The current budgeted cash match is $5,000. The revised cash match, as stated in the first paragraph above, is $4,775, which requires that the budgeted cash match be reduced by $225, returning the budgeted funds to the General Fund's budgeted reserves.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-72 to increase the Community Services Block Grant Fund in the amount of $9,090 and increase the General Fund Reserves in the amount of $225.

ATTACHMENTS:

1. Budget Amendment

Additionally Reviewed By:
No additional reviews

2007-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
B Segal Analyst	6/8/07 Date
Budget Manager	Date
Director	Date
07-72	
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: - Community Services
Fund(s): State Grants – Community Services CSBG-General Fund

PURPOSE: Additional CSBG funding is being made available from the Florida Department of Community Affairs in the amount of $8,691; increasing the grant award from $230,056 to $238,747. A 20% match (18% in-kind and 2% cash) is required. In-kind match totals $42,975, and is provided through (General Fund) salaries, rent and utilities. The cash match, currently budgeted at $5,000, is being reduced to the modified total requirement of $4,775. The current budget is $229,657. The increase required to budget the grant award appropriation is $9,090.

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
11905.334696		Community Services Block Grant	$9,090
00100.014001.590910.11905		Transfer to Fund 11905	225
Total Sources			**$9,315**

Uses:

Account Number	Project #	Account Title	Amount
11905.066202.530490		Other Charges/Obligations	$8,865
11905.381100.00100		Transfer from Fund 00100	225
00100.999901.599998		Reserve for Contingency	225
Total Uses			**$9,315**

BUDGET AMENDMENT RESOLUTION

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

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By: _____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-82 - $895,000- Administrative Services - Self Insurance Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Timothy Jecks **EXT:** 7181

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-82 to the Self Insurance Fund in the amount of $895,000 to provide additional funding for Insurance Claims against Seminole County.

County-wide Lin Polk

BACKGROUND:

The Third Party Administrator (TPA) for Seminole County is responsible for the processing of all claims for Workers' Compensation, Property and Liability. Risk Management has experienced higher than expected claims against the County for 06/07. These claims will be partially reimbursed by the excess carrier, but must first be paid by Seminole County through the TPA. The Self Insurance Fund has received $1.3M YTD in Insurance Proceed Revenue from the excess carrier.

The Reserve Balance in the Self Insurance Fund after this BAR is estimated at $7,444,370.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-82 to the Self Insurance Fund in the amount of $895,000 to provide additional funding for Insurance Claims against Seminole County.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

FS Recommendation	
Timothy Jecks Analyst	7/06/07 Date
Budget Manager	Date
Director	Date
07-82 BAR	

2007-R- **BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Administrative Services**
Fund: **Self Insurance Fund**

PURPOSE: To provide additional funding for Insurance Claims against Seminole County. Balance of Self Insurance Fund after transfer is $7,444,370.

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

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

Sources:

Account Number	Project #	Account Title	Amount
50100.999920.599998		Reserve for Contingencies	$ 895,000
Total Sources			**$ 895,000**

Uses:

Account Number	Project #	Account Title	Amount
50100.010504.530450		Insurance	$ 895,000
Total Uses			**$ 895,000**

BUDGET AMENDMENT RESOLUTION

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

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

Date: _____

By: _____
Carlton Henley
Chairman

Date: _____

Entered by County Finance Department

_____

Date: _____

H:\OM\Omb\AGENDA\Agenda Items by date\06-07 Agenda\08-14-07\BAR 07-82 $895,000 AS Insurance Claims.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-83 - $200,000 - Leisure Services - FRDAP Grant Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Betty Segal **EXT:** 7171

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-83 through the FRDAP Grant Fund in the amount of $200,000 to increase funding for the Jetta Point Park grant.

County-wide Lin Polk

BACKGROUND:
Funding for Jetta Point park is being made available from the Florida Department of Environmental Protection. The FDEP will reimburse the County $200,000. The 100% match amount of $200,000 is met by other Jetta Point park expenditures in FY 2006/07 from project number 234601, that total budget is currently over 4 million. To date $130,118 has been spent and an additional $182, 029 is encumbered for engineering. Additionally, the land was purchased in June of 2005 at a cost of $388,162 which would also qualify as match portion for land value.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) 07-83 through the FRDAP Grant fund in the amount of $200,000 to increase funding for the Jetta Point Park grant.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2007-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
B Segal Analyst	7/16/07 Date
Budget Manager	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Leisure Services**
Fund(s): 11914 FRDAP Grants

PURPOSE: Allocate funding upon approval of Jetta Point Park FRDAP Grant, presented as a grant agenda item 8/14/07 from the Florida Department of Environmental Protection. The match is satisfied by other Jetta Point Park improvements approved in the FY 2006/07 budget.

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
11914.334720.043811		FRDAP Jetta Point	200,000
Total Sources			**200,000**

Uses:

Account Number	Project #	Account Title	Amount
11914.043811.560650	80000008 (new)	Construction In Progress	200,000
Total Uses			**200,000**

BUDGET AMENDMENT RESOLUTION

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

Attest:

By:

Maryanne Morse, Clerk to the
Board of County Commissioners

Carlton Henley
Chairman

Date:

Date:

Entered by County Finance Department

Date:

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-84 - 2001 Infrastructure Sales Tax Fund - Public Works - $18,990

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) #07-84 through the 2001 Infrastructure Sales Tax Fund in the amount of $18,990 to recognize funding received from the City of Oviedo for the Oviedo CR 419 at Reed Avenue Sidewalk project.

County-wide Lin Polk

BACKGROUND:

The **Oviedo CR 419 at Reed Avenue Sidewalk** project is the construction of sidewalk on the south side of County Road 419 extending 380 feet east from Reed Avenue. This sidewalk project will improve pedestrian safety for students walking to and from Jackson Heights Middle School. The total project cost is estimated at approximately $93,990, with a completion date of September 2008.

Project costs and feasibility assume that this minor sidewalk improvement will not impact adjacent wetlands and that it will qualify for a permit exemption from the St. Johns River Water Management District.

The City of Oviedo has provided funds ($18,989.19 - recorded by County Finance on July 13, 2007) for the Design portion of this project; the Construction costs are to be borne by the County. Approval of the attached BAR will allow the Public Works Department to issue a Work Order for the Design portion of this project. The Construction costs for this project are not required until FY 2007/08, and are included in the Biennial Budget to be approved by the Board in September 2007.

The Biennial Budget presented at Worksession (July 31, 2007, through August 2, 2007) included $110,000 in expenditures budgeted for this project, split between Design and Construction. The Biennial Budget to be presented at the First Public Hearing for Board approval will include only the Construction portion of the project, $75,000. The difference, $30,000, will be added to the budgeted Reserves for the 2001 Infrastructure Sales Tax Fund for FY 2007/08.

This BAR has no affect on the current budgeted Reserves for the 2001 Infrastructure Sales Tax Fund.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-84 through the 2001 Infrastructure Sales Tax Fund in the amount of $18,990 to recognize funding received from the City of Oviedo for the Oviedo CR 419 at Reed Avenue Sidewalk project.

ATTACHMENTS:

1. Budget Amendment Resolution
2. Letter from City of Oviedo

Additionally Reviewed By:
No additional reviews

2007-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
Fredrik V Coulter Analyst	7/23/07 Date
Budget Manager	Date
Director	Date
07-84 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund(s): **2001 Infrastructure Sales Tax Fund**

PURPOSE: To recognize funding received and allow for the initiation of the Design for the Oviedo CR 419 at Read Avenue Sidewalk project.

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

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

Sources:

Account Number	Project #	Account Title	Amount
11541.366100	00192598 (new)	Contributions and Donations (Oviedo CR 419 at Reed Ave Sidewalk)	$ 18,990
Total Sources			**$ 18,990**

Uses:

Account Number	Project #	Account Title	Amount
11541.077541.560680	00192598 (new)	Construction and Design (Oviedo CR 419 at Reed Ave Sidewalk)	$ 18,990
Total Uses			**$ 18,990**

BUDGET AMENDMENT RESOLUTION

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

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

Date: _____

By: _____
Carlton Henley
Chairman

Date: _____

Entered by County Finance Department

_____

Date: _____

The City of
Oviedo
FLORIDA

RECEIVED
JUL 9 2007
ENGINEERING DEPARTMENT
SEMINOLE COUNTY

400 ALEXANDRIA BOULEVARD • OVIEDO, FLORIDA 32765

July 6, 2007

Mr. Antoine Khoury, P.E.
Seminole County Principal Engineer,
520 W. Lake Mary Blvd.
Suite 200
Sanford, FL 32773

Re: C.R. 419 Sidewalk Realignment Project
(PS-5165-04/AJR)

Dear Mr. Khoury,

The City of Oviedo is pleased to provide you with a check in the amount of **$18,989.19** for the procurement of professional services for the design of the C.R. 419 Sidewalk Realignment project, located approximately 345' West of Long Acres to Long Acres Lane based on Metric Engineering's proposal dated March 22, 2007.

This commitment is made on behalf of the City of Oviedo based on the understanding that the construction of the project will be funded by the County and implemented in the 2nd quarter of Fiscal Year 2007-08.

The City is pleased to assist the County in bringing about safer roads and pedestrian facilities to our community. The City thanks you for overseeing an expeditious design and looks forward to the successful implementation of the project in Fiscal Year 2007-08.

Sincerely yours,

Bobby Wyatt

for Tony Segreto,
Public Works Director

cc: Gerald J. Seeber, City Manager
Jerry McCollum, P.E.,Seminole County Engineer,
Bobby Wyatt, P.E., City Engineer
Tami Concepcion, P.E., Engineer III
Ken Mickenberg, Seminole Co. Senior Coordinator

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-85 - $95,721 - Environmental Services - Sewer Connection Fees Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk (ext 7177) **EXT:** 0

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) # 07-85 to the Sewer Connection Fees Fund in the amount of $95,751 to provide additional funding for the Greenwood Lakes Reclaim Tank 2.

County-wide Lin Polk

BACKGROUND:
Appropriation of Sewer Connection Fees Reserves for Greenwood Lakes Reclaim Tank 2. Additional funding is needed due to work resulting from unforeseen buried infrastructure conditions requiring additional yard piping, tapping sleeves and pipe restraints.

Balance of reserves after the budget change is approximately $10, 250,000.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) # 07-85 to the Sewer Connection Fees Fund in the amount of $95,751 to provide additional funding for the Greenwood Lakes Reclaim Tank 2.

ATTACHMENTS:

1. Budget Amendment Resolution #07-85

Additionally Reviewed By:
No additional reviews

2007-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
K Hufman Analyst	7/24/07 Date
Budget Manager	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Environmental Services**
Fund(s): **Sewer Connection Fee**

PURPOSE: Appropriation of Sewer Connection Fees Reserves for Greenwood Lakes Reclaim Tank 2. Additional funding is needed due to work resulting from unforeseen buried infrastructure conditions requiring additional yard piping, tapping sleeves and pipe restraints.

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
40103.999919.599998		Reserve for Contingencies	95,751
Total Sources			**$95,751**

Uses:

Account Number	Project #	Account Title	Amount
40103.087880.560650	00182901	Construction in Progress	95,721
Total Uses			**$95,721**

BUDGET AMENDMENT RESOLUTION

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

Attest:

By:

Maryanne Morse, Clerk to the
Board of County Commissioners

Carlton Henley
Chairman

Date:

Date:

Entered by County Finance Department

Date:

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #07-24 - $93,000 - Public Safety - Emergency 911 Fund

DEPARTMENT: Fiscal Services **DIVISION:** Budget

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

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Budget Change Request #07-24 from the Emergency 911 Fund in the amount of $93,000 to cover communication expenditures through the end of FY 2006/07.

County-wide Lin Polk

BACKGROUND:

Bell South and Embarq provide the County with leased communication equipment as well as Enhanced 911 communication services. They calculate population growth charges based on the number of access lines in their service area and invoice counties for those lines based on non-negotiable tariffs. These charges also include the delivery of the Automatic Location Information of callers dialing into Seminole County Public Safety Answering Points (PSAP's). Once a year, typically in April, the local exchange carrier provides a "true-up" of these charges resulting in an increase for the calendar year.

An additional scenario this year contributed to the increase. Historically, Embarq passed their Population Growth charges through BellSouth; this year BellSouth opted to discontinue that practice. The resulting charges from Embarq were higher than the BellSouth pass through charges based on the tariff assigned to Embarq.

The BellSouth population growth charge for FY 2005/06 was $408,830; The total combined population growth charge is estimated to be approximately $499,000 for FY 2006/07.

The FY 2006/07 budget is $1,118,019 with year to date expenditures of $892,998 leaving a balance of $225,021. After this change request, there will be $318,021 available for communication costs for the remainder of FY 2006/07.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute Budget Change Request #07-24 from the Emergency Communication Fund in the amount of $93,000 to cover communication expenditures through the end of FY 2006/07.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	07-24

DATE: 7/16/07

FROM: **Department** Public Safety

Division Emergency Communications

WHAT IS NEEDED:

- ☐ Accounting adjustment: Item is budgeted, but funds are in incorrect account line.
- ☒ More funds for Budgeted Item: Item is budgeted, but additional funds are required.
- ☐ New item: Item is not in this fiscal year's budget.
- ☐ Operational Adjustment (Transfer or Savings to cover overage)
- ☐ Project reclass, Must be within same Project Number

Detailed Explanation:

Transfer funds to cover communication costs through year end. Communication expenditures are higher than budgetary estimates as result of increases in Bell South and Embarq service charges.

Fund # 12500 **Fund Name** Emergency 911 Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	12500.055725.530490		Other Charges and Obligations	$93,000
			TOTAL	**$93,000**

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	12500.055725.530410		Communications	93,000
			TOTAL	**$93,000**

CONCURRENCE OF OTHER INVOLVED DIVISIONS (ie: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Svcs; etc)

☐ Approval Date _____ Department/Division _____

RECOMMENDATION: ☒ Approval Date 7/13/07 Analyst Ryan P Switzer Budget Manager _____

APPROVING AUTHORITY: ☐ FS Director ☐ County Manager ☒ BCC Meeting Date 8/14/2007

☐ Approved ☐ Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Genova Drive Water Service MSBU 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 which the final Genova Drive Water Service MSBU assessment payment has been received for parcel 05-21-32-301-001F-0000; owner Freeman, Alphonzar.

District 5 Brenda Carey Kathy Moore

BACKGROUND:
The Genova Drive Water Service MSBU was established via Ordinance 99-10 on April 13, 1999. The Board of County Commissioners approved final assessments for the Genova Drive Water Service MSBU on March 13, 2001 via Ordinance 2001-R-46.

Payoff of the lien was received and submitted to Finance for deposit. The MSBU Program has prepared the Satisfaction of Lien document for the property listed below.

OWNER	LEGAL DESCRIPTION
FREEMAN, ALPHONZAR	SEC 05 TWP 21S RGE 32E S 330 FT OF N 660 FT OF W 700 FT OF GOVT LOT 3

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the Satisfaction of Lien for which the final Genova Drive Water Service MSBU assessment payment has been received for parcel 05-21-32-301-001F-0000; owner Freeman, Alphonzar.

ATTACHMENTS:

1. Genova Drive MSBU - SOL Freeman

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Municipal Services Benefit Unit Program: Resolution Establishing an Application Fee Schedule

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Paula Seigler **EXT:** 7164

MOTION/RECOMMENDATION:
Approve the fee resolution establishing a revised application processing fee schedule for the Municipal Services Benefit Unit Program.

County-wide Kathy Moore

BACKGROUND:

The Administrative Code for the MSBU Program stipulates that a fee will be collected as part of the MSBU application process. Although not specifically cited in the Administrative Code, the current application fee of $100.00 has been in effect for more than seven years. Currently, the application processing fee is non-refundable and is not considered as a cost component when calculating assessments.

The intent of the application processing fee is to substantiate the commitment of the applicant for proceeding with the requested improvement and for assisting financially with the costs typically incurred by the County from the time the application is received through to the request to schedule and advertise a public hearing to consider establishing the MSBU. The primary activities that occur during this interim phase include defining the scope of service, coordinating project development with partner divisions or departments, obtaining preliminary engineering or other project specific analysis, obtaining cost estimates, identifying benefiting properties, defining proposed boundaries of the district, conducting community presentations, preparation and distribution of petition documents, responding to community inquiries, and receiving and tracking of community responses. The time requirements and cost of the activities varies by project type and project specifics.

The purpose of this fee resolution is to revise the application processing fee schedule so that the application fee will align more appropriately with the expenditures typically associated with initiating the MSBU process and to provide formal recognition of the fee schedule via Section 20 of the Administrative Code. This fee resolution establishes an application processing fee according to the nature of the improvement requested through the MSBU process, and according to the costs typically incurred by the County in support of the improvement application.

The fee resolution also provides the means for including the application fee as a cost component in the total project cost when calculating the assessment. With this provision in place, the applicant may receive assessment credit or reimbursement for the application fee if the requested MSBU is created and the project completed. Assessment credit or refund to

the applicant is recommended when the project progresses through to completion because the cost to the County is recouped via the administrative fee and project cost calculations included in the non-ad valorem assessment. Providing the assessment credit or reimbursement provision to the applicant lightens the long-term financial burden placed on the applicant for initiating the MSBU process on behalf of the benefiting community, particularly given the recommended rates for application. The application fee remains non-refundable if the project is not taken through to the point of completion, as the fee is applied to the expense associated with processing the application.

STAFF RECOMMENDATION:

Staff recommends the Board approve a fee resolution establishing a revised application processing fee schedule for the Municipal Services Benefit Unit Program.

ATTACHMENTS:

1. Resolution
2. Economic Impact Statement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby, Arnold Schneider)

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

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

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

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

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

WHEREAS, the purpose of the Municipal Services Benefit Unit (MSBU) Program is to provide the owners of property located in the unincorporated area of the County with the opportunity to acquire essential improvements to neighborhood common areas, infrastructure, and facilities which would serve essential public purposes as are defined by and consistent with Chapter 125, Florida Statues, and

WHEREAS, the process for establishing a Municipal Services Benefit Unit ("Unit" or "Units") is initiated through an application process utilizing County resources, and

WHEREAS, the Board of County Commissioners finds that it is appropriate to have the costs of these applications processing services funded by the applicants, and the application fee schedule shall be included in the Seminole County Administrative Code, and

WHEREAS, the application fee is deemed a non-refundable

Not Executed

expense to the applicants if the requested MSBU is not established and/or the improvement is not provided, and

WHEREAS, provision will be herby available to include the application fee in the final cost calculations and assessment allocation should the requested MSBU be established by the Board and the requested project completed.

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

The Seminole County Administrative Code is hereby amended by the addition of Section 20.37,"Municipal Services Benefit Program Application Fee Schedule", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

Attachment
Section 20.37 "Municipal Services Benefit Unit Application Fee Schedule"

P:\CAO Protected\Admin Samples\Admin Drafts\07Resolution for 20.27 Municipal Services Benefit Unit fees.doc

Not Official Document

SECTION 20. FEE RESOLUTIONS

20.37 MUNICIPAL SERVICES BENEFIT UNIT APPLICATION FEE SCHEDULE

A. PURPOSE. To establish a fee schedule so that the application fee will align with the expenditures typically associated with initiating the Municipal Services Benefit Unit (MSBU) process.

B. APPLICATION FEES.

(1) Aquatic Weed Control*

$550.00	Application Fee - Impaired/Corrective Services
$450.00	Application Fee – Maintenance of existing conditions/under contract
$150.00 plus mailing expenses	Application Fee – Reactivation & Redistribution of Petition

(2) Retention Pond of Lake Renovation*

$550.00	Application Fee – Impaired/Corrective Services
$150.00 plus mailing expenses	Application Fee – Reactivation & Redistribution of Petition

(3) Road Paving & Drainage**

$650.00	Application Fee – Rough cost estimate and coordination of preliminary engineering
$150.00 plus cost of mailing	Application Fee – Reactivation & Redistribution of Petition

(4) Street Lighting

$150.00	Application Fee – MSBU request involving single support source
$150.00	Application Fee – MSBU request involving 25 or fewer properties

$250.00	Application Fee – MSBU request involving greater than 25 properties
$150.00	Application Fee – Upgrade request involving 25 or fewer properties
$250.00	Application Fee – Upgrade request involving greater than 25 properties
$150.00	Application Fee - Reactivation & Redistribution of Petition

(5) Wall Reconstruction***

$550.00	Application Fee – Single easement ownership; Construction Only
$750.00	Application Fee – Multiple easement ownership; Construction Only
$1,000.00	Application Fee – Single easement ownership; Pre-Paid Design plus Construction
$1,250.00	Application Fee – Multiple easement ownership; Pre-Paid Design plus Construction
$150.00 plus mailing expenses	Application Fee – Reactivation & Redistribution of Petition

(6) Water and/or Sewer**

$550.00	Application Fee – Water or Sewer
$150.00	Application Fee – Reactivation & Redistribution of Petition

(7) Dissolution Application

$150.00 plus mailing expenses	Application Fee – Distribution of Petition

* Note 1: MSBU application process may require lake analysis. Need for analysis will be determined prior to application, and price quote for

analysis fee will be obtained at time of application. Prepayment for analysis will be due from applicant prior to scheduling analysis.

** Note 2: MSBU application process requires a preliminary engineering report. A price quote for preliminary engineering will be obtained at time of application. Prepayment for preliminary engineering report will be due from applicant prior to scheduling report.

*** Note 3: Application fee includes preparation of leasehold/easement legal documents required in conjunction with application process.

C. NON-REFUNDABLE EXPENSE. The application fee is deemed a non-refundable expense to the applicant if the requested MSBU is not established and/or the improvement is not provided.

D. CREDIT TOWARD ASSESSMENT. The application fee shall be credited towards the assessment assigned to the applicant's benefiting property, or may be refunded if applicant does not own property contained in the MSBU boundary, or the balance refunded if the application fee exceeds the final assessment allocation to referenced property if the requested MSBU is established by the Board, the requested improvement is completed, and assessments are collected from the benefiting property owners.

E. AUTHORITY.

ECONOMIC IMPACT STATEMENT

DATE: June 26, 2007 **DEPT./DIVISION:** Fiscal Services

CONTACT PERSON: Kathy Moore **EXTENSION:** 7179

DESCRIBE PROJECT/PROPOSAL:

To establish a revised application processing fee schedule for the MSBU Program so that the fee collected will augment the funding for the County services provided during the application processing phase of a requested MSBU project.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY:

The purpose of the proposed fee schedule is to formally revise the application fee schedule so that the application fee will align more appropriately with the expenditures typically associated with initiating the MSBU process. This resolution establishes an application fee according to the nature of the improvement requested through the MSBU process, and according to the costs typically incurred by the County in support of the improvement application. No adverse economic impact is anticipated to County operations as a result of implementing this proposal; the fee will be applied toward the expenses incurred by the County during the application processing phase of MSBU projects.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE PROPERTY OWNERS/TAX PAYERS/CITIZENS WHO ARE EXPECTED TO BE AFFECTED:

The resolution will set forth funding provisions to be applied towards the cost of providing assistance with the preliminary efforts of establishing an MSBU. No additional cost will be incurred by the general public as a result of this proposal. Although applicants will be charged a higher fee for application processing, provisions are also included in the Fee Resolution to enable inclusion of the fee in the assessment calculations, and therefore enable credit or reimbursement for advance payment for such fees. Specific Terms & Conditions noted in Resolution.

IDENTIFY ANY POTENTIAL INDIRECT ECONOMIC IMPACTS, POSITIVE OR NEGATIVE WHICH MIGHT OCCUR AS A RESULT OF THE PROJECT PROPOSAL:

Positive impact is realized in terms of the County receiving supplemental funding direct from the benefiting entities to be applied towards the expenses incurred on behalf and in support of processing the request for a community specific improvement.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution - Administrative Code Section 22.10 Revisions/MSBU Program

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Kathy Moore **EXT:** 7179

MOTION/RECOMMENDATION:
Adopt and authorize the Chairman to execute a resolution establishing revisions to Section 22.10 of the Seminole County Administrative Code.

County-wide Kathy Moore

BACKGROUND:

Several revisions to the Municipal Services Benefit Unit (MSBU) Program portion of the Administrative Code are requested to improve clarity and/or to correct insufficient definition noted in prior contents of the Administrative Code. The following summarizes the primary changes requested:

1. [22.10 E (1)] To accommodate inter-local agreements with Seminole County city governments: *All parcels [100%] to be included in the MSBU are located in unincorporated Seminole County. All parcels shall be within the unincorporated taxing district of the county or shall be authorized for inclusion in the defined MSBU boundaries by the designated city taxing authority.*

2. [22.10 H (1)] To clarify preferred use of "uniform method": *Final determination regarding the terms of repayment will be made by the Board. When deemed necessary by the Board, a financing option will be provided to expedite implementation of the improvements. Unless otherwise merited, assessments will be collected through the uniform method which includes placement of the assigned assessment on the annual property tax bill of benefiting properties.*

3. [22.10 I (1)] To provide update to aquatic weed control boundary/benefit determination: *Properties on waterfront with direct access to waterbody*

4. [22.10 I (3) To remove Solid Waste related language that is documented in the Solid Waste Collection and Disposal Program Ordinance.

5. [22.10 I (5) and (6)] Correction to accommodate lakefront property with association ownership representing deeded lake access provisions: *All MSBU Categories other than aquatic weed control and/or lake restoration: (1) Community/subdivision common areas are not directly assessed a cost share. Cost allocation for such properties is assessed indirectly as a result of the assessments assigned to the properties benefiting from the common property. Community/common area waterfront property may be included as assessable property when*

defining the boundaries of an aquatic weed control or lake restoration MSBU deemed appropriate by the MSBU Program and Board.

6. [22.10 l (7)] To clarify processing of non-ad valorem assessments when parcels are administratively combined by the Property Appraiser for property taxing purposes: *For All MSBU Categories: (3) Parcels that are combined for consolidation of tax billing purposes will be assessed according to benefit definition for each sub-parcel unit included on consolidated billing statement.*

7. [22.10 l (7)] Clarification to accommodate refunds when contributor is not a participant in the established MSBU: *… such persons will be given credit against their assessment or will receive a refund in the amount of the initial contribution.*

8. [22.10 K] To clarify that reimbursement may be issued for pre-paid fees that are included in assessment calculations following project completion (which will be applicable to prepayments provided by home owner associations or management companies or when prepayment exceeds the calculated assessment): *or will receive a refund in the amount of the initial contribution.*

9. [22.10 O] To clarify collection of incurred expenses associated with an established MSBU when project does not progress to completion as a result of factors not within County control: *All expenses incurred in support of the developing MSBU will be assessed against the district properties whether or not the secondary petition provides the required support to move forward with the project. If the secondary petitions provided the standard percentage of support, the project will continue.*

STAFF RECOMMENDATION:

Staff recommends the Board adopt and authorize the Chairman to execute a resolution establishing revisions to Section 22.10 of the Seminole County Administrative Code.

ATTACHMENTS:

1. Section 22 10
2. MSBU Resolution

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby, Arnold Schneider)

SECTION 22. FISCAL SERVICES

22.10 MUNICIPAL SERVICES BENEFIT UNIT PROGRAM

A. PURPOSE.

(1) The purpose of the Municipal Service Benefit Unit [MSBU] Program of Seminole County Government is to provide the owners of property located in the unincorporated area of the County with the opportunity to acquire essential improvements to neighborhood common areas, infrastructure, and facilities which would serve essential public purposes as are defined by and consistent with Chapter 125, Florida Statutes. The MSBU Program will be an independent program coordinated within and subject to the directorship of the Department of Fiscal Services. Operational guidelines and procedures consistent with the Administrative Code will be developed and maintained within the Department of Fiscal Services.

(2) The MSBU Program will provide support services to the Solid Waste Division for the Collection and Disposal Service Contract established with the franchised haulers servicing the properties located in unincorporated areas. Support services provided by the MSBU Program will include the activities associated with the financial aspects of calculating, billing and collecting the non-ad valorem assessments required to fund the collection and disposal improvements. The MSBU Program will provide customer service support and database maintenance of customer records such as service level options, billing units, assessment rates, and optional billing formats. The Solid Waste Division of Environmental Services will be responsible for the administration and management of the Collection and Disposal Service Contract and customer service activities associated with the contracted haulers, collection and disposal, service problems, days of service and recycling.

B. ADMINISTRATIVE CODE REVISION. The revised MSBU Program Administrative Code document approved by the Board will supersede and replace all other Administrative Code provisions for MSBU Program Guidelines and Procedures. The Board of County Commissioners may address exceptions to any of the guidelines on a case-by-case basis.

C. STATUTORY AUTHORITY. Chapter 125.01(q) 1 of the Florida Statutes authorizes the Board of County Commissioners to provide for the establishment, merging or abolishment of municipal service benefit units (MSBUs) for any part or all of the unincorporated area of the county. It also provides for a county MSBU to include all or part of a municipality subject to consent by ordinance of the governing body of the municipality. The law permits such MSBUs to be created for the purpose of providing and maintaining improvements which specifically benefit property in a particular area. The improvements must provide a public purpose. Chapter 197.3632 of the Florida Statutes provides for the levy, collection and enforcement of non-ad valorem assessments through the uniform method.

D. ELIGIBLE & INELIGIBLE PROPERTY. Municipal Service Benefit Units may be created for the following types of areas and property categories in Seminole County:

(1) Platted and unplatted (acreage) residential areas where the proposed improvement benefits property owners in a definable geographic area.

(2) Commercial areas are considered on a case-by-case basis.

(3) Apartment complexes and/or condominiums are not eligible for construction MSBUs.

E. ELIGIBLE IMPROVEMENTS. The Board will give approval consideration for the creation of an MSBU when the following criterion is met:

(1) All parcels [100%] to be included in the MSBU are located in ~~unincorporated~~ Seminole County. All parcels shall be within the unincorporated taxing district of the county or shall be authorized for inclusion in the defined MSBU boundaries by the designated city taxing authority.

(2) The property upon which the improvement is to be made is publicly owned or legally secured for public purposes.

(3) Two or more parcels receive benefit and participate in the MSBU.

(4) Improvement is deemed essential for health, safety or welfare.

(5) The desired improvements are consistent with the four following categories of MSBUs:

(a) Aquatic weed control;

(b) Construction/Reconstruction;

(i) Neighborhood Walls (Reconstruction of sound/light/security barrier perimeter walls);
(ii) Road Paving & Drainage;
(iii) Retention pond renovation;
(iv) Sidewalk Repair;
(v) Sewer Lines;
(vi) Water Transmission Lines;
(vii) **Other public purpose con**struction projects deemed essential to health, safety or welfare and consistent with Statutes.

(c) Solid Waste Collection & Disposal;

(d) Street Lighting for residential areas.

F. INELIGIBLE IMPROVEMENTS. Ineligible improvements include projects, services or improvements not deemed essential for public health, safety, or welfare. Ineligible improvements include, but are not limited to maintenance related services

such as associated with landscaping, private roads, retention ponds treatments, and routine upkeep of community common areas.

G. IMPROVEMENT COSTS. All direct cost components associated with obtaining and/or providing the improvement will be assessed to a MSBU. The costs included in an assessment calculation for a MSBU will vary according to the type of MSBU established. The cost may include, but is not limited to the expenditures associated with construction, engineering, MSBU administration, tax collection, and financing. Expenses for variable rate ~~street lighting~~ MSBUs may also include contingency funds, utility charges and rental charges. Interest expense on funds borrowed during the engineering and construction phase and/or operating phase of ~~the project~~ an MSBU will be included in ~~the final~~ assessment calculation.

H. FUNDING.

(1) Separate accounts are maintained for each MSBU. The cost associated with improvements will be allocated equitably and assessed accordingly to the benefiting property. Final determination regarding the terms of repayment will be made by the Board. When deemed necessary by the Board, a financing option will be provided to expedite implementation of the improvements. Unless otherwise merited, assessments will be collected through the uniform method which includes placement of the assigned assessment on the annual property tax bill of the benefiting properties.

(2) Final Assessments for construction improvements that are paid within 30 days of the Final Public Hearing will be exempt from long-term interest fees. Repayment after that date will be billed according to the uniform method of billing and collecting non-ad valorem assessments. Early payoff calculations will include principal balance and accrued interest.

(3) Installation and construction costs for street lighting requested by developers must be paid prior to project implementation.

I. BENEFITING PROPERTY. All benefiting properties will be assessed an equitable cost share of improvements provided to the MSBU. The properties typically receiving benefit and included in assessment calculations for each type of MSBU are as identified below:

(1) Aquatic Weed Control: Properties on waterfront with direct access to waterbody. ~~and properties with deeded lake access and/or use.~~ Includes all zoning and DOR classifications.

(2) Street Lighting: Both vacated & occupied properties, with or without building structure(s) are eligible for assessment. Benefit is generally confined to a specific subdivision or geographic area for which the infrastructure (lighting) was intended to benefit. Determination of benefit may be conducted on a case-by-case basis by the MSBU Program.

(3) Solid Waste: Both vacated and occupied residential properties with habitable residential structures. Builders and/or individuals issued building permits for new residential homes/mobile homes in unincorporated Seminole County pay a Solid Waste fee at the time of permit issuance. ~~Exemptions for curbside collection may be granted for the following: Low Income (150% of the Federal Poverty Income Guidelines), No or limited access to public right-of-way (300 feet from road), Commercial/Residential combined, and Agricultural zoning of one or more acre. Exempt properties will be assessed disposal fees and are required to dispose refuse at either of the two county disposal sites. Application is required annually for low income and commercial/residential exemption.~~

(4) Construction MSBU: Assessable properties are determined on a case-by-case basis due to variations in types of construction improvements and benefits derived from each type of improvement.

(5) For All MSBU Categories other than aquatic weed control and/or lake restoration: ~~(1)~~ Community/subdivision common ~~Common~~ areas are not directly assessed a cost share. Cost allocation for such properties is assessed indirectly as a result of the assessments assigned to the properties benefiting from the common property. Community/common area waterfront property, even if valued under $100, may be included as assessable property when defining the boundaries of an aquatic weed control or lake restoration MSBU deemed appropriate by the MSBU Program and Board.

(6) For All MSBU Categories: ~~(2)~~ Properties that have taxable value less than $100 will not be assessed, unless authorized as per above section I(5).

(7) For All MSBU Categories: Parcels that are combined for consolidation of tax billing purposes will be assessed according to benefit definition for each sub-parcel unit included on consolidated billing statement.

J. APPLICATION & PROCESSING FEE.

(1) A completed application specific to the type of improvement requested is required along with the specified non-refundable application fee is required to initiate the MSBU process. The application documentation will include identification of a community liaison.

(2) Street Lighting MSBU applications may be submitted by interested property owner(s), homeowner associations, management companies or developers.

K. PRELIMINARY ENGINEERING & STATEMENT OF PROBABLE COST. Construction improvements require a preliminary engineering report to obtain a valid "Opinion of Probable Cost" estimate. A Lake Analysis is required for MSBU aquatic weed control improvement requests. Preliminary Engineering Report fees and Lake Analysis fees must be received from the applicant(s) prior to these services being rendered. Property owners are responsible for the cost of all engineering or analysis services performed and will be charged for the cost of the plans whether or not the improvements are constructed or performed. If the improvements are constructed or

performed, the property owners who contributed to the "Opinion of Probable Cost" report fee will be given credit against their assessment or will receive a refund in the amount of the initial contribution. If the improvements are not constructed or the services are not performed, contributions toward the cost of preliminary lake/waterway analysis will not be refunded.

L. PETITION FOR IMPROVEMENT.

(1) A petition process is used to establish MSBUs to ensure community awareness and involvement in the decision-making process, to increase recognition of the public nature of the improvements, and to highlight the property owner's responsibility for payment of the assessments. Property owners not responding to the petition either "Favorable" or "Opposed" will be counted in the final tally as an "Opposed" vote. The petition process may be waived when 100% of the properties to be included in a MSBU are owned by a single owner.

(2) A community liaison for the MSBU is authorized to coordinate petition completion and submission for creating a street lighting MSBU. All other requests requiring petition approval, including MSBU dissolutions are coordinated through the MSBU Office.

(3) The minimum percentage required for petition acceptance is as follows:

(a) Street Lighting MSBU: At least 55% of the property owners representing 55% of the properties within the MSBU boundaries.

(b) All Other MSBU: At least 65% of the property owners representing 65% of the properties within the MSBU boundaries.

Note: Construction projects may also be subject to the requirements noted under Section M.

(4) Following the acceptance of the Petition and authorization by the Board to schedule and advertise a public hearing, the petition is no longer relevant to the final determination by the Board of County Commissioners to proceed (or not) with the project. The Board may waive the 55% or 65% property owner requirement, which remains consistent with Chapter 125.01(q)1, Florida Statutes.

M. EASEMENTS, LEASEHOLD, DEED TRANSFERS All MSBU projects that require the granting of easement, leasehold, and/or deed transfer are subject to property owner support of 100% relative to those properties that must grant such authorization. The documents formalizing such agreement are required prior to scheduling a public hearing for Board consideration to establish the MSBU.

N. PUBLIC HEARING. The final determination of the scope and feasibility of an improvement will be made by the Board at a public hearing. The initial determination of property assessments proposed for the MSBU will be determined at the public hearing. Construction projects will be subject to a second public hearing following completion of

the project. Property assessments will be determined at one of these two public hearings.

O. SELECTION OF CONTRACTOR(S) AND/OR SERVICE PROVIDERS.

(1) Construction work is performed by independent contractors selected by the County. Bids for construction will be solicited by the Seminole County Purchasing Division. The Award must be in conformance with Chapter 220 of the Seminole County Code. If the project cost is recalculated using information derived from final engineering or the lowest responsive bid amount and the results represent an increase of 20% or more than the approved amount, an additional petition process reflecting the revised cost estimate will be conducted and an additional public hearing will be held if supported by the petition results. All expenses incurred in support of the developing MSBU will be assessed against the district properties whether or not the secondary petition provides the required support to move forward with the project. If the secondary petitions provided the standard percentage of support, the project will continue.

(2) Service providers for street lighting MSBUs are subject to the utility franchise agreements set forth by the Public Service Commission. To accomplish the mission and purpose of providing street lighting to the MSBUs approved by the Board for inclusion in the Consolidated Street Lighting Ordinance, the MSBU Program is authorized to coordinate installation of the improvements with signature approval granted to the Fiscal Services Department Director or designee.

P. COORDINATION OF IMPROVEMENTS FOR ESTABLISHED MSBUS.

(1) The Board recognizes that the MSBU Program will be required to respond to customer requests for modification to the improvements provided to established MSBUs. To accomplish the mission and purpose of providing improvements for communities in which MSBUs are established the MSBU Program is authorized to accommodate changes that are consistent with the intent of the MSBU Code and is authorized to coordinate improvements for the MSBUs with signature approval granted to the Fiscal Services Department Director or designee.

(2) Requests to modify existing street lighting infrastructure (rental equipment) will be defined according to cost and purpose. Modifications will be classified as either "essential" or "elective".

(a) A modification that is deemed safety related will be classified as "essential". Essential modifications that can be accommodated by utilizing MSBU contingency funds may be implemented by the MSBU Program at any time. Essential modifications that can not be accommodated with contingency funds in the current year's budget will implemented in the following year providing the resulting assessment does not increase more than 20%. If an essential modification will result in an assessment increase of greater than 20%, the modification will be addressed through application and the petition process. Costs incurred in support of the petition process for essential modifications will be applied to the MSBU's operating budget. Essential changes subject to the petition process that are supported by at least 55% of the community will be implemented with the next fiscal year budget.

(b) A modification that is not deemed as a safety related improvement will be classified as "elective". Elective changes will be accommodated via ~~a~~ application and petition process.~~, unless the modification cost can be accommodated by the contingency fund without impact to the MSBU or assessment increase greater than 10%. Costs incurred in support of the petition process will be applied to the MSBU's operating budget.~~ Elective changes supported by at least 55% of the community will be implemented with the next fiscal year budget.

(3) Street Lighting MSBUs with maintenance clauses that were established prior to the implementation of the MSBU Program and/or the Consolidated Street Lighting District Ordinance will be included in the Consolidated Ordinance as the life span of the existing equipment deteriorates. Replacement equipment for these MSBUs will be subject to the standard policy and procedures for Street Lighting MSBUs.

Q. DISSOLUTION PROCESS FOR MSBUS.

(1) A MSBU can only be dissolved after having first been created by ordinance at a public hearing. Dissolution proceedings may be initiated through the application process. The application process for dissolution includes, but is not limited to written application, payment of application fee, documented supportive response to the petition coordinated by the Department of Fiscal Services, public hearing, confirmation by the Board that the MSBU may be dissolved, and determination of final assessments as a result of dissolution.

(2) Petition for Dissolution of a Street Lighting MSBU must be signed by at least 55% of the current property owners representing 55% of the properties within the MSBU boundaries. Petition for Dissolution of all other MSBUs must be signed by at least 65% of the current property owners representing 65% of the properties within the MSBU boundaries.

R. AUTHORITY. Approved by the BCC June 27, 1989

ADMINISTRATIVE CODE
RESOLUTION ADOPTION GUIDELINES

(1) The County Attorney's Office (CAO) will prepare the proposed code changes and Resolution.

(2) The Resolution and an "underlined and struck-through" version of the code amendments will be provided to the Department for placement on the BCC agenda.

(3) The Department will scan the Resolution and "underlined and struck-through" version of the code amendments and attach the documents to their SCI.Net agenda item.

(4) The Department should ensure that a representative is at the BCC meeting.

(5) The Department shall inform the CAO when the agenda item will appear on the BCC agenda.

(6) The CAO will retain the original Resolution until it is adopted by the Board of County Commissioners and the CAO will incorporate any changes the Board may request.

(7) The CAO will submit the Resolution to the County Manager's Office, along with the required Document Action Form, for coordinating signatures and recording.

(8) The CAO will provide the updated section(s) of the Administrative Code to the requesting department, County Commissioners, County Manager's Office, and Assistant County Attorneys.

(9) The CAO will coordinate with BITS for the updates to the Web (Internet and Intranet).

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

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

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

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

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

WHEREAS, the Board of County Commissioners desires to improve clarity in the Municipal Services Benefit Unit Program portion of the Administrative Code,

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

The Seminole County Administrative Code is hereby amended by revisions, deletions and additions in Section 22.10, "Municipal Services Benefit Unit Program", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

Attachment
Section 22.10 "Municipal Services Benefit Unit Program"

P:\CAO Protected\Admin Samples\Admin Drafts\07Resolution for 22.10 Fiscal Svcs.doc

Not Executed

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Final Plat for Heritage Commons

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the final plat for Heritage Commons, containing 89 townhome lots on an 11.42 acre parcel zoned PUD (Planned Unit Development), located on the east side of Dodd Road, approximately 250 feet south of Red Bug Lake Road, in Section 24, Township 21 S, Range 30 E, within Dodd Road Townhomes PUD; Beazer Homes Corp., applicant.

District 1 Bob Dallari Cynthia Sweet

BACKGROUND:

The applicant, Beazer Homes Corp., is requesting approval of the final plat for Heritage Commons. The plat consists of 89 townhome lots on an 11.42 acre parcel zoned PUD (Planned Unit Development). Each lot will be served by Seminole County for public water and sanitary sewer. The internal roads are private. The site is located on the east side of Dodd Road, approximately 250 feet south of Red Bug Lake Road, in Section 24, Township 21 S, Range 30 E, within Dodd Road Townhomes PUD.

The plat meets all the requirements of the approved PUD Developer's Commitment Agreement and Final Master Plan for Dodd Road Townhomes, Chapter 35, Seminole County Land Development Code, and Chapter 177, Florida Statutes.

STAFF RECOMMENDATION:

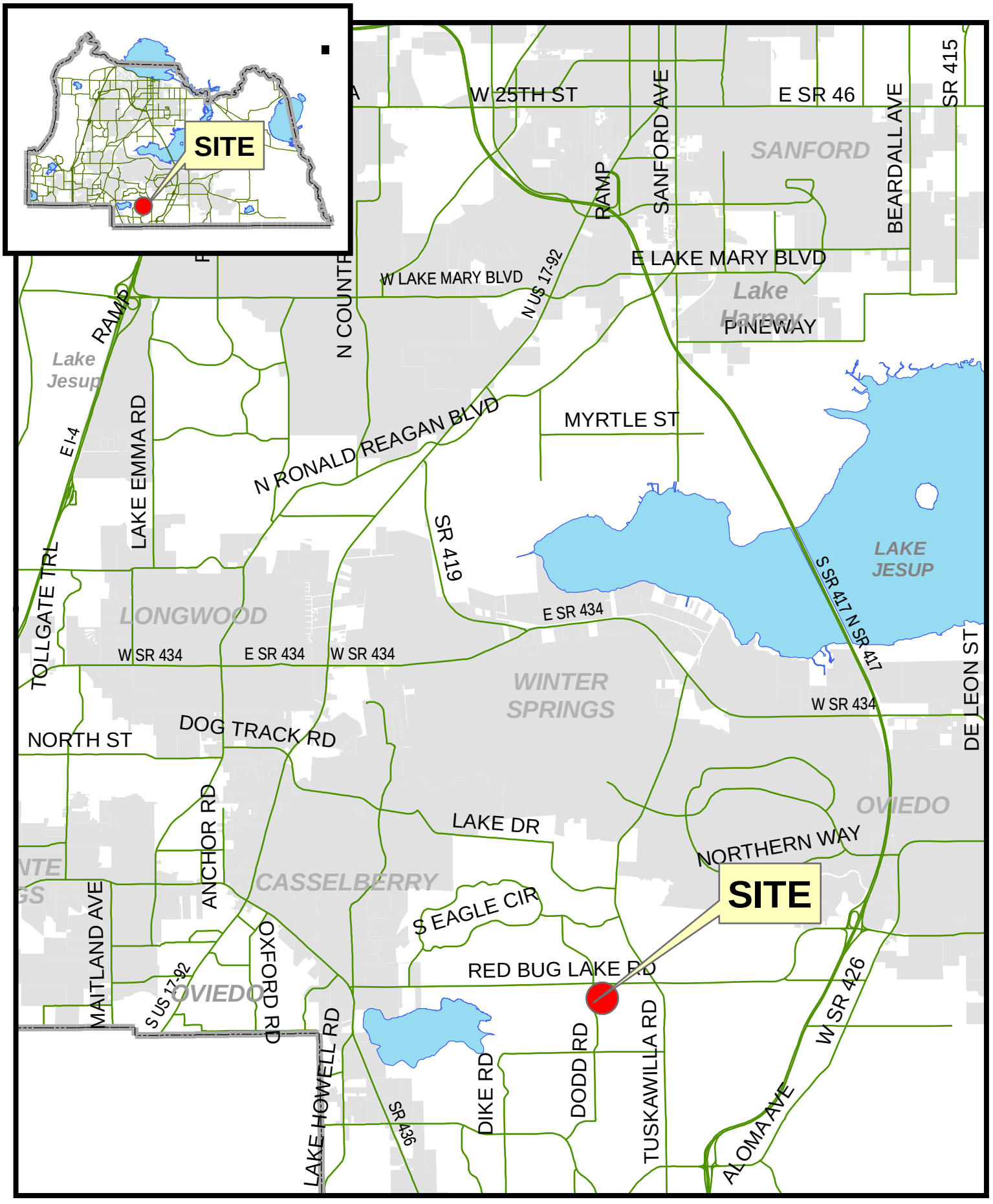
Staff recommends the Board approve and authorize the Chairman to execute the final plat for Heritage Commons, containing 89 townhome lots on a 11.42 acre parcel zoned PUD (Planned Unit Development), located on the east side of Dodd Road, approximately 250 feet south of Red Bug Lake Road, in Section 24, Township 21 S, Range 30 E, within Dodd Road Townhomes PUD, as requested by the applicant, Beazer Homes Corp.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Reduced Copy of Plat

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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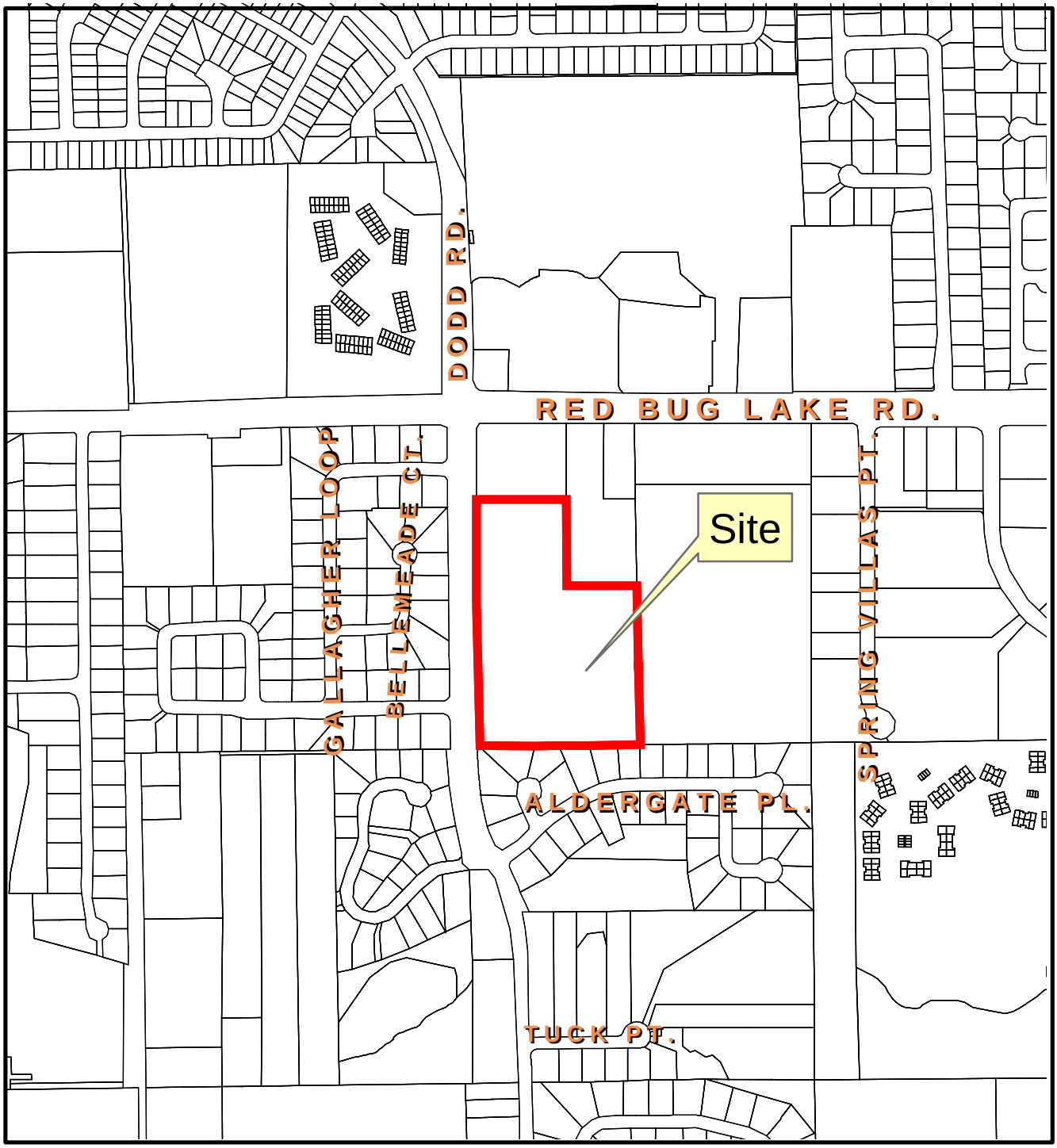
Heritage Commons Final Plat

EXHIBIT A



Heritage Commons
Final Plat

EXHIBIT A

Heritage Commons
Final Plat

Parcel
Subject Property

January 2006 Color Aerials

EXHIBIT A

HERITAGE COMMONS

A PORTION OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

SHEET 1 OF 7

LEGAL DESCRIPTION:

A portion of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

COMMENCING at the West 1/4 corner of Section 24, Township 21 South, Range 30 East, Seminole County, Florida, thence run South 00°31'58" East, along the West line of the Southwest 1/4 of said Section 24, for a distance of 360.00 feet; thence departing said West line, run North 89°27'13" East, for a distance of 68.00 feet to a point on the Easterly right of way line of Dodd Road, as recorded in Official Records Book 4234, page 1679, and in Official Records Book 4946, page 1139, all of the Public Records of Seminole County, Florida, and also being the POINT OF BEGINNING; thence departing said Easterly right of way line, run North 89°27'13" East, for a distance of 345.16 feet; thence run South 00°32'24" East, for a distance of 344.38 feet; thence run North 89°39'34" East, for a distance of 275.70 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence run South 00°23'51" East, along said East line, for a distance of 613.34 feet to the Southeast corner of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 24, also being a point on the North line of FORREST CREEK ESTATES, as recorded in Plat Book 32, pages 53 through 54 of the aforesaid Public Records of Seminole County, Florida; thence departing said East line, run South 89°28'12" West, along the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 24, and the North line of said FORREST CREEK ESTATES, for a distance of 610.46 feet to a point on the aforesaid Easterly right of way line of Dodd Road; thence departing said South line of the Northwest 1/4 of the Southwest 1/4 of Section 24, and said North line of FORREST CREEK ESTATES, run North 01°39'08" West, along said Easterly right of way line, for a distance of 460.55 feet; thence run North 00°31'58" West, along said Easterly right of way line, for a distance of 498.07 feet to the POINT OF BEGINNING.

Containing 11.42 acres, more or less

SURVEYOR'S NOTES:

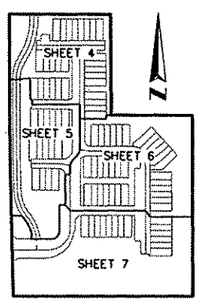
1. Bearings shown hereon are assumed and based on the North line of the Southwest 1/4 of Section 24-21-30 being North 89° 29'04" East.
2. All lot lines are radial, unless otherwise noted non-radial (N.R.).
3. Tract "A" (Private Roadway), Tract "B" (Retention/Open Space), Tract "C" (Open Space/Recreation), Tracts "D" and "F" (Open Space) together with any improvements constructed thereon, are all Common Property under the Declaration of Covenants and Restrictions for Heritage Commons and shall be owned and maintained by the Heritage Commons Homeowners Association, Inc. (hereinafter referred to as the "Association").
4. Utility facilities shall be placed underground, except for above ground support facilities (pad mount transformers, street lights, etc.) and placed within dedicated utility easements.
5. All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
6. A perpetual non-exclusive access, drainage, road, and utility easement over and under all of the private roadways are hereby dedicated to Seminole County, Florida. Said private roadways are not required for public use and are not, and will not be, a part of the Seminole County system of public roads and shall remain private.
7. State Plane Coordinates as shown hereon are based on Seminole County Control Datum, G.I.S. monuments 0178/TEX and 0179/DODD (State Plane Coordinates, N 1568276.016, E 569263.188 and N 1568259.710, E 566487.626 respectively).
8. All easements reserved on this plat are in favor of the Association unless otherwise noted.
9. A non-exclusive and perpetual right of ingress and egress over and across said private roadways is hereby granted to the present and future owners of adjacent lands and their guests, invitees, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States postal service mail carriers, and representatives of the utilities authorized by the Association to serve the lands shown on this plat.
10. An easement for emergency access and maintenance purposes is hereby granted to Seminole County, Florida and all public agencies and entities over and across all tracts, roadways, access, and utility easements shown on the plat. Nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.
11. A non-exclusive easement for drainage is dedicated to Seminole County over and under all of the private stormwater drainage system.
12. A 10.00 feet utility easement shall be located along and adjacent to all roadways public and private on all lots and tracts is dedicated to all public utility providers for the installation / construction, operation, repair, replacement and improvement of their facilities. Also a utility easement is dedicated to all public utility providers within the bounds of all private roadways for the installation / construction, operation, repair, replacement and improvement of their facilities.
13. Tract "E" (Open Space/Access) shall be owned and maintained by Beazer Homes Corp.
14. A cross access easement over and across Old Maple Lane as shown on this plat is hereby granted to Seminole County, Florida.

LEGEND:

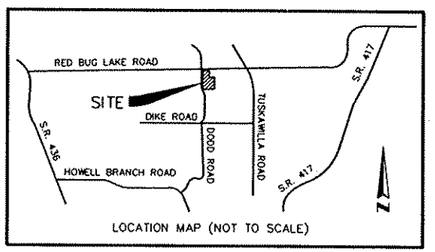
℄	denotes centerline
O.R.	denotes Official Records Book
PG.	denotes page
P.C.	denotes point of curvature
P.T.	denotes point of tangency
P.I.	denotes point of intersection
R.P.	denotes radius point
(N.R.)	denotes non-radial
CCR #	denotes Certified Corner Record Number
R/W	denotes right-of-way
*	denotes change in direction
	denotes change in direction along right-of-way lines
U.E.	denotes utility easement
LB	denotes licensed business
◉	denotes set 1/2" iron rod and/or nail & disk stamped "P.C.P. LB# 6723" permanent control point
G.I.S.	denotes Geographic Information System
■	denotes set 4" x 4" concrete monument stamped "P.R.M. LB #6723" permanent reference monument
P.R.M.	denotes Permanent Reference Monument
	denotes easement area

SHEET INDEX:

SHEET 1 OF 7 – LEGAL DESCRIPTION, NOTES, DEDICATION, & LEGEND
SHEET 2 OF 7 – BOUNDARY INFORMATION
SHEET 3 OF 7 – EASEMENT DETAIL
SHEETS 4 AND 7 OF 7 – GEOMETRY



KEY MAP (NOT TO SCALE)



LOCATION MAP (NOT TO SCALE)

ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB #6723

PLAT BOOK PAGE

HERITAGE COMMONS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That BEAZER HOMES CORP., a Tennessee corporation, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the drainage, utility and cross access easements to the perpetual use of the public. However, nothing herein shall be construed as creating an obligation upon any governing body to perform any act of construction or maintenance within such dedicated areas except when the obligation is voluntarily assumed by the governing body.

IN WITNESS THEREOF, has caused these presents to be signed and attested to by the officers named below and its seal affixed hereto on

WITNESSES:

BEAZER HOMES CORP.,
a Tennessee corporation

By _____
David G. Byrnes
President, Orlando Division

_____
Print Name: _____

_____
Print Name: _____

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by David G. Byrnes, Vice President of BEAZER HOMES CORP., a Tennessee corporation on behalf of said corporation. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of _____
Print Name: _____
Commission No.: _____
My commission expires: _____

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on: _____ at: _____

File No: _____

CLERK OF THE COURT in and for Seminole County, Florida
BY: _____ D.C.
Maryanne Morse

CERTIFICATE OF SURVEYOR

I hereby certify that this plat is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, and that the survey data contained herein complies with all of the requirements of Chapter 177 of the Florida Statutes. I further certify that I have complied with the requirements of Chapter 177.091(7) regarding "permanent reference monuments", and that the land is located within Seminole County, Florida.

By: _____ Date: _____

James L. Rickmon, P.S.M. #5633
Allen & Company
16 East Plant Street
Winter Garden, Florida 34787
Licensed Business #6723

BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

_____
Chairman of the Board

ATTEST: _____

By: _____ D.C.

COUNTY SURVEYOR'S CERTIFICATE

I have reviewed this plat and find it to be in conformity with Chapter 177, Florida Statutes.

Signed: _____ Date: _____

STEVE L. WESSELS, P.L.S.
Florida Registration Number 4589
County Surveyor for Seminole County, Florida

NOTICE:

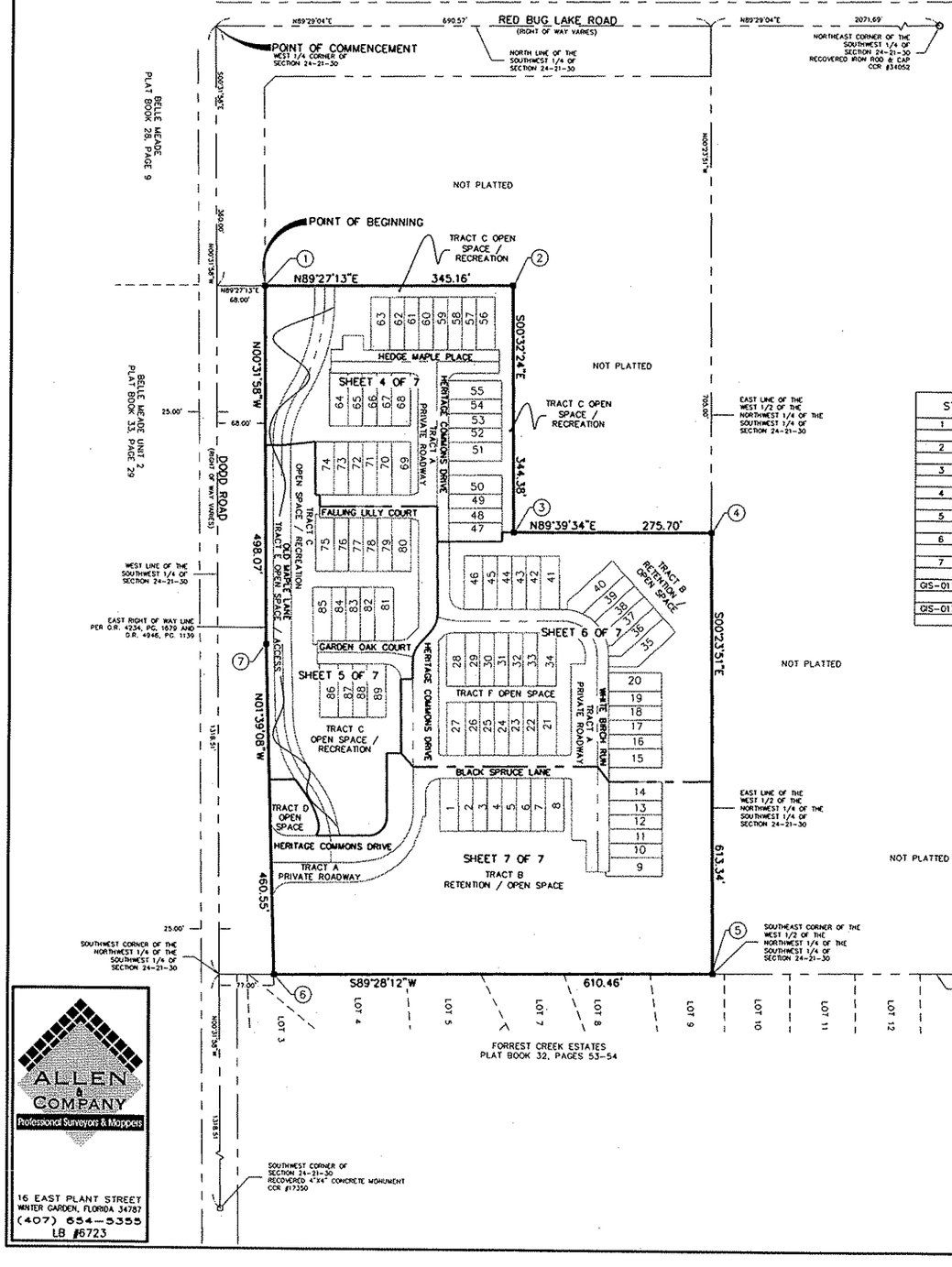
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

EXHIBIT B

PLAT BOOK PAGE

HERITAGE COMMONS

A PORTION OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA



STATE PLANE COORDINATES	
1	N 1567887.6577
	E 566647.6057
2	N 1567890.9496
	E 566992.7519
3	N 1567546.5849
	E 566995.9984
4	N 1567548.2234
	E 567271.6914
5	N 1566934.9021
	E 567275.9473
6	N 1566929.2562
	E 566665.5151
7	N 1567389.6135
	E 566652.2366
QIS-0178	N 1568276.016
	E 569263.188
QIS-0179	N 1568259.710
	E 566487.626

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

ALLEN & COMPANY
Professional Surveyors & Mappers
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB #6723

SHEET INDEX:

SHEET 1 OF 7 – LEGAL DESCRIPTION, NOTES, DEDICATION, & LEGEND
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SHEETS 4 AND 7 OF 7 – GEOMETRY

SHEET 3 OF 7 | PLAT BOOK | PAGE

HERITAGE COMMONS

A PORTION OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	100.00'	51.52'	50.96'	N74°41'35"E	29°31'16"
C2	105.38'	55.76'	55.12'	N45°15'59"E	30°19'13"
C3	103.88'	16.65'	16.63'	N22°52'58"E	9°11'01"
C4	2.00'	2.15'	2.05'	N11°38'04"W	61°29'52"
C5	2.00'	1.67'	1.62'	N63°48'02"W	47°49'02"
C6	2.00'	6.06'	3.99'	S00°55'26"E	173°34'16"
C7	14.00'	21.91'	19.74'	N45°10'13"W	89°39'35"
C8	23.00'	36.08'	32.49'	N44°32'11"E	89°52'04"
C9	100.00'	50.03'	49.51'	N75°07'18"E	28°39'50"
C10	100.00'	1.50'	1.50'	N60°21'40"E	0°51'26"
C11	105.38'	18.86'	18.83'	N55°17'57"E	10°15'16"
C12	105.38'	36.90'	36.72'	N40°08'21"E	20°03'57"
C13	2.00'	4.94'	3.78'	S16°59'14"E	141°26'38"
C14	2.00'	1.12'	1.11'	S69°47'53"W	32°07'38"
C15	257.55'	153.17'	150.92'	N15°30'15"E	34°04'26"
C16	128.09'	73.95'	72.93'	S16°00'05"W	33°04'46"
C17	137.50'	89.61'	88.03'	S20°19'21"E	37°20'27"
C18	162.50'	82.50'	81.62'	N24°26'56"W	29°05'17"
C19	24.50'	10.15'	10.07'	S21°46'04"E	23°43'33"
C20	24.50'	20.82'	20.20'	N08°11'23"E	48°41'35"
C21	137.50'	54.80'	54.44'	N27°34'30"W	22°50'10"
C22	162.50'	105.90'	104.04'	S20°19'21"E	37°20'27"
C23	137.57'	79.41'	78.31'	S16°00'15"W	33°04'26"
C24	229.55'	136.51'	134.51'	N15°30'15"E	34°04'26"

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.88'	S01°31'58"E
L2	13.36'	N01°31'58"W

GRAPHIC SCALE
60 0 30 60
(IN FEET)
1 inch = 60 ft.

SHEET INDEX:

SHEET 1 OF 7 - LEGAL DESCRIPTION, NOTES, DEDICATION, & LEGEND

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SHEETS 4 AND 7 OF 7 - GEOMETRY

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DETAIL "A" (NOT TO SCALE)

DETAIL "B" (NOT TO SCALE)

DETAIL "C" (NOT TO SCALE)

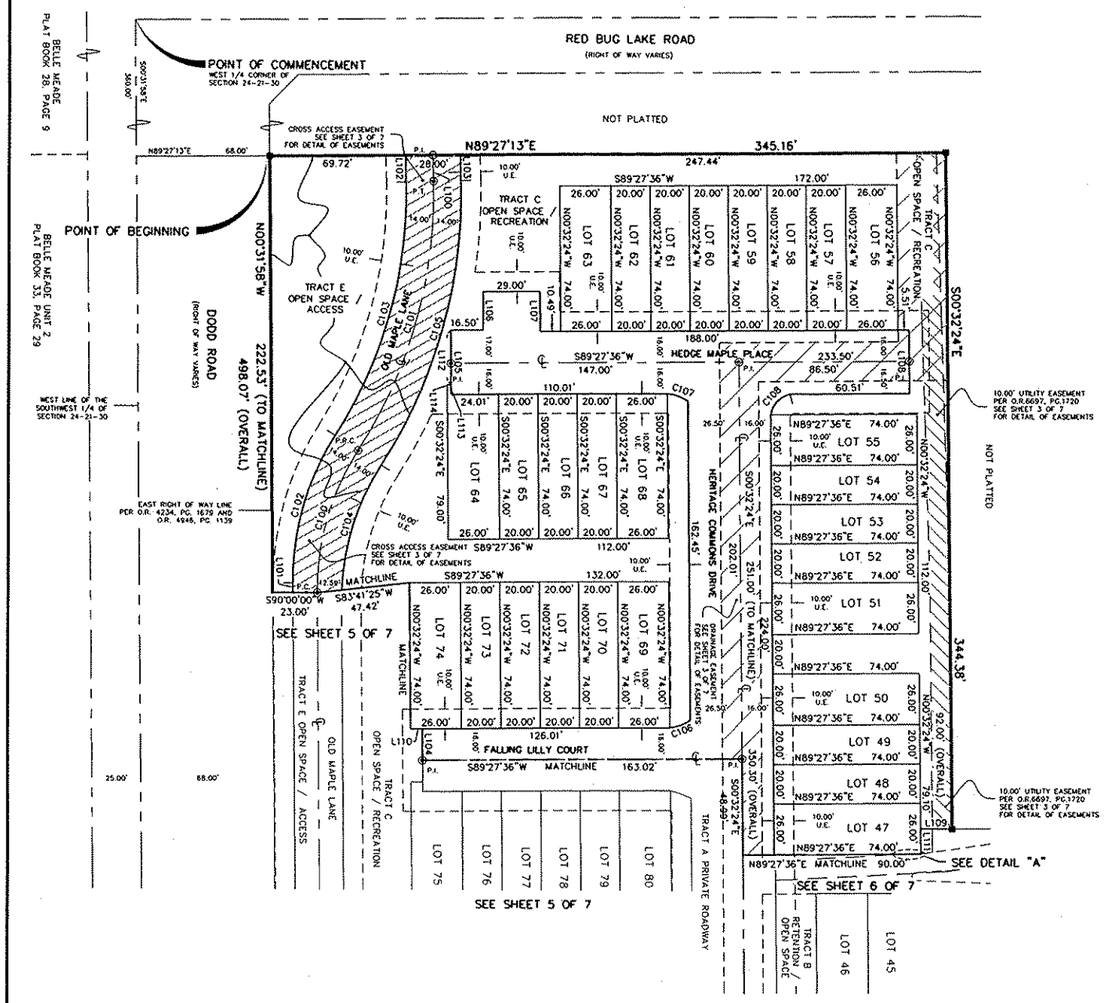
DETAIL "D" (NOT TO SCALE)

DETAIL "E" (NOT TO SCALE)

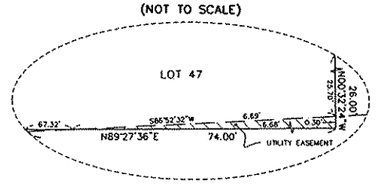
PLAT BOOK PAGE

HERITAGE COMMONS

A PORTION OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA



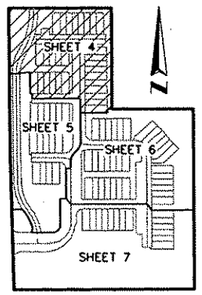
DETAIL "A"
(NOT TO SCALE)



GRAPHIC SCALE

40 0 20 40

(IN FEET)
1 inch = 40 ft.



KEY MAP (NOT TO SCALE)

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C100	132.83'	76.67'	75.61'	S16°00'15"W	33°04'26"
C101	243.55'	144.84'	142.71'	N15°30'15"E	34°04'26"
C102	137.57'	79.41'	78.31'	S16°00'15"W	33°04'26"
C103	229.55'	136.51'	134.51'	N15°30'15"E	34°04'26"
C104	128.09'	67.60'	66.82'	S17°25'16"W	30°14'24"
C105	257.55'	153.17'	150.92'	N15°30'15"E	34°04'26"
C106	21.83'	11.28'	11.15'	N69°55'12"E	29°35'36"
C107	22.44'	11.29'	11.17'	N70°29'06"W	28°48'59"
C108	13.24'	15.34'	14.50'	S43°02'16"W	66°24'31"

LINE TABLE		
LINE	LENGTH	BEARING
L100	13.12'	S01°31'58"E
L101	4.94'	N00°32'00"W
L102	13.36'	S01°31'58"E
L103	12.88'	S01°31'58"E
L104	16.00'	N00°32'24"W
L105	33.00'	N00°32'24"W
L106	19.50'	N00°32'24"W
L107	20.50'	N00°32'24"W
L108	32.50'	N00°32'24"W
L109	16.00'	S89°36'17"E
L110	5.99'	S89°27'36"W
L111	12.90'	N00°32'24"W
L112	28.00'	N00°32'24"W
L113	5.00'	N00°32'24"W
L114	1.99'	N89°27'36"E

ALLEN & COMPANY
Professional Surveyors & Mappers
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(407) 654-5355
LB #6723

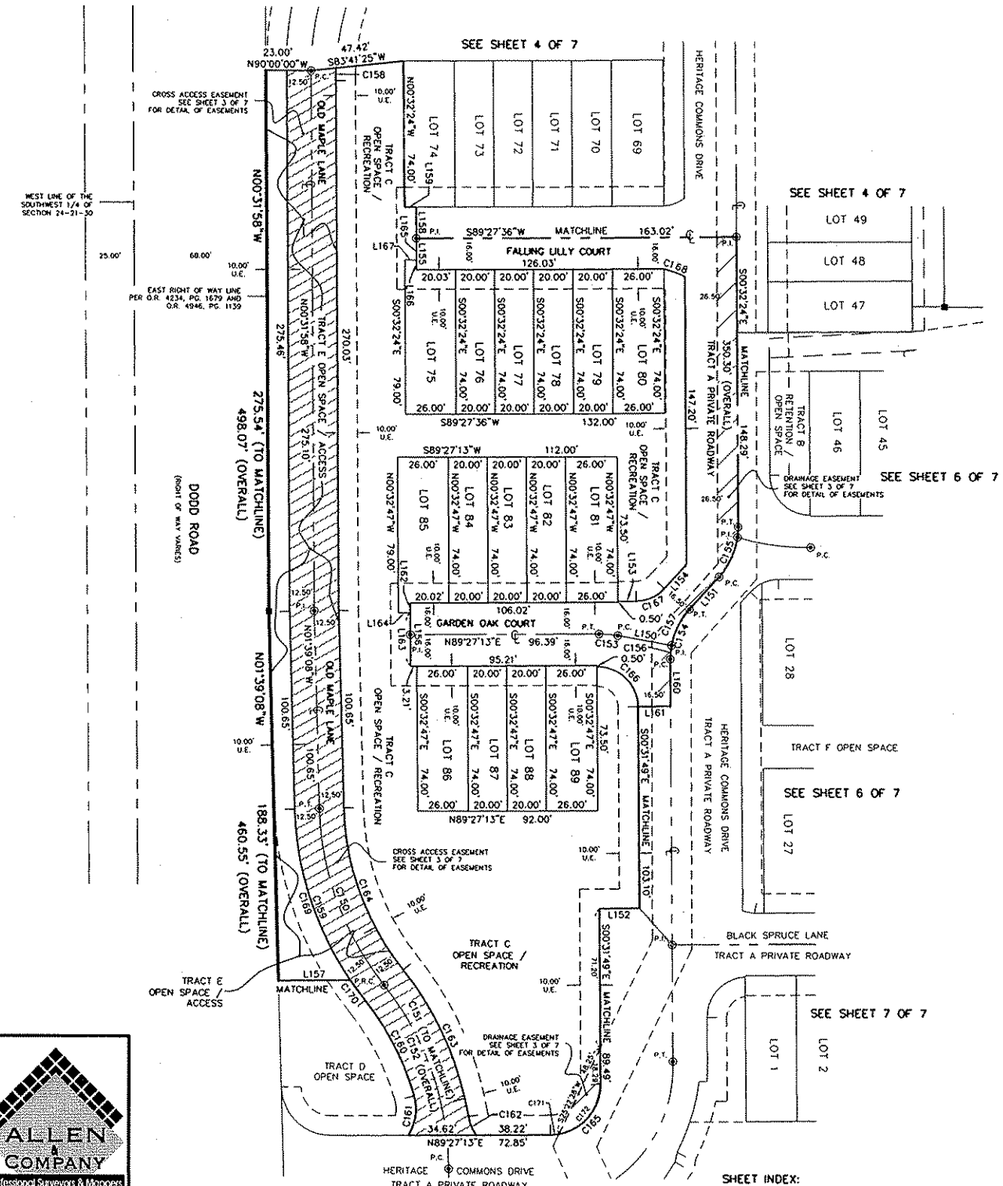
SHEET INDEX:

SHEET 1 OF 7 – LEGAL DESCRIPTION, NOTES, DEDICATION, & LEGEND
SHEET 2 OF 7 – BOUNDARY INFORMATION
SHEET 3 OF 7 – EASEMENT DETAIL
SHEETS 4 AND 7 OF 7 – GEOMETRY

PLAT BOOK PAGE

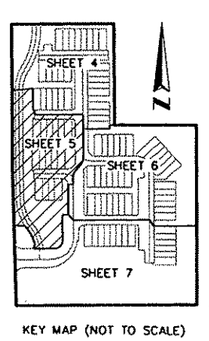
HERITAGE COMMONS

A PORTION OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



KEY MAP (NOT TO SCALE)

LINE TABLE

LINE	LENGTH	BEARING
L150	27.56'	N79°41'35"W
L151	22.37'	S42°20'25"W
L152	20.00'	N89°28'11"E
L153	9.12'	N89°27'13"E
L154	16.59'	S42°20'25"W
L155	16.00'	N00°32'24"W
L156	32.00'	N00°32'47"W
L157	36.50'	N89°27'13"E
L158	16.00'	N00°32'24"W
L159	5.99'	S89°27'36"W
L160	23.97'	N00°31'49"W
L161	16.50'	N89°28'11"E
L162	5.00'	N00°32'47"W
L163	27.00'	N00°32'47"W
L164	5.98'	S89°27'13"W
L165	11.00'	N00°32'24"W
L166	5.00'	N00°32'24"W
L167	5.97'	S89°27'36"W

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C150	150.00'	97.76'	96.04'	S20°19'21"E	37°20'27"
C151	150.00'	83.58'	82.50'	N23°01'48"W	31°55'33"
C152	150.00'	100.65'	98.78'	N19°46'11"W	38°26'48"
C153	50.00'	9.47'	9.46'	N85°07'11"W	10°51'12"
C154	37.00'	27.68'	27.04'	S20°54'18"W	42°52'14"
C155	37.00'	27.69'	27.05'	N20°54'00"E	42°52'49"
C156	37.00'	7.00'	6.99'	S04°53'18"W	10°50'14"
C157	37.00'	20.69'	20.42'	S26°19'25"W	32°02'00"
C158	128.09'	6.35'	6.35'	S00°52'53"W	2°50'22"
C159	162.50'	105.90'	104.04'	S20°19'21"E	37°20'27"
C160	137.50'	54.80'	54.44'	N27°34'30"W	22°50'10"
C161	24.50'	20.82'	20.20'	N08°11'23"E	48°41'35"
C162	24.50'	10.15'	10.07'	S21°46'04"E	23°43'33"
C163	162.50'	82.50'	81.62'	N24°26'56"W	29°05'17"
C164	137.50'	89.61'	88.03'	S20°19'21"E	37°20'27"
C165	25.50'	40.05'	36.06'	N44°27'42"E	89°59'02"
C166	20.50'	32.20'	28.99'	N45°31'58"W	90°00'19"
C167	19.50'	16.03'	15.59'	N65°53'49"E	47°06'48"
C168	67.78'	11.21'	11.20'	N70°06'21"W	9°28'41"
C169	162.50'	93.19'	91.91'	S18°04'49"E	32°51'23"
C170	162.50'	12.72'	12.72'	S36°45'03"E	4°29'04"
C171	25.50'	4.44'	4.43'	N84°28'14"E	9°57'58"
C172	25.50'	35.61'	32.79'	N39°28'43"E	80°01'04"

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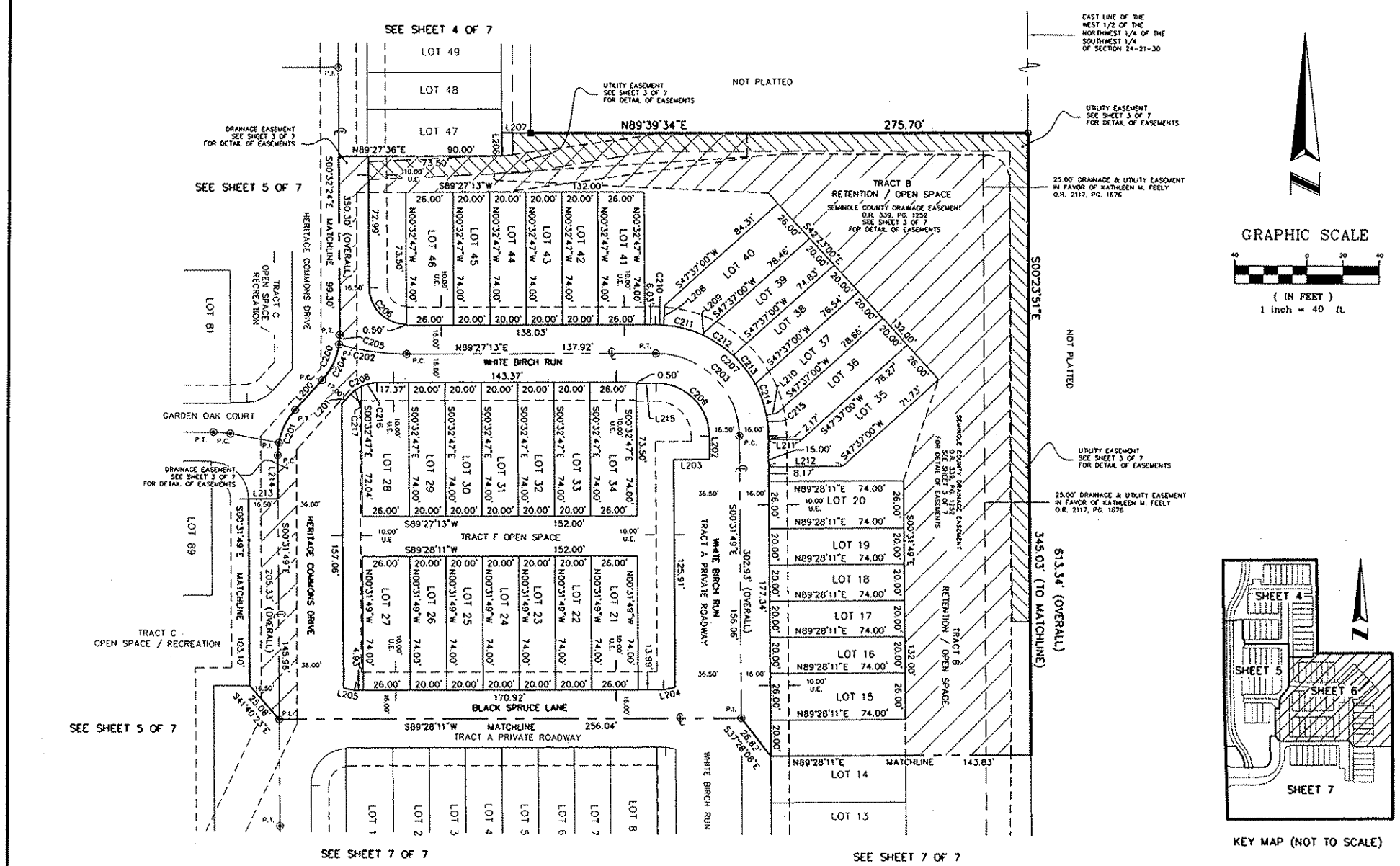
HERITAGE COMMONS

A PORTION OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

SHEET 6 OF 7

PLAT BOOK PAGE



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

KEY MAP (NOT TO SCALE)

LINE TABLE		
LINE	LENGTH	BEARING
L200	22.37'	S42°20'25"W
L201	7.30'	N42°20'25"E
L202	13.00'	S00°31'49"E
L203	20.00'	N89°28'11"E
L204	6.64'	S79°28'18"W
L205	6.19'	S79°12'41"E
L206	12.90'	N00°32'24"W
L207	16.00'	S89°36'17"E
L208	10.93'	N03°28'14"E
L209	1.25'	N24°32'03"E
L210	5.84'	N78°52'39"E
L211	18.31'	N89°28'11"E
L212	40.54'	N89°28'11"E
L213	16.50'	N89°28'11"E
L214	23.97'	N00°31'49"W
L215	11.04'	N89°27'13"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C200	37.00'	27.69'	27.05'	N20°54'00"E	42°52'49"
C201	37.00'	27.68'	27.04'	S20°54'18"W	42°52'14"
C202	132.51'	38.01'	37.88'	S82°19'41"E	16°26'13"
C203	46.00'	72.27'	65.06'	N45°32'18"W	90°00'58"
C204	37.00'	22.39'	22.05'	N25°00'22"E	34°40'05"
C205	37.00'	5.30'	5.30'	N03°33'57"E	8°12'44"
C206	20.50'	32.20'	28.99'	S45°32'30"E	90°00'11"
C207	62.00'	97.41'	87.69'	N45°32'18"W	90°00'58"
C208	20.00'	16.45'	15.99'	S65°53'49"W	47°06'48"
C209	29.50'	46.35'	41.73'	N45°32'18"W	90°00'58"
C210	62.00'	4.35'	4.35'	N88°32'16"W	4°01'02"
C211	62.00'	22.79'	22.66'	N75°39'52"W	21°03'48"
C212	62.00'	20.18'	20.09'	N56°08'36"W	18°38'42"
C213	62.00'	20.16'	20.07'	N37°30'18"W	18°37'54"
C214	62.00'	18.47'	18.40'	N19°39'21"W	17°04'00"
C215	62.00'	11.46'	11.45'	N05°49'35"W	10°35'32"
C216	20.00'	8.92'	8.85'	S76°40'37"W	25°33'11"
C217	20.00'	7.53'	7.48'	S53°07'13"W	21°33'37"

SHEET INDEX:

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HERITAGE COMMONS

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SEMINOLE COUNTY, FLORIDA

PLAT BOOK PAGE

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KEY MAP (NOT TO SCALE)

SHEET INDEX:

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SHEET 3 OF 7 – EASEMENT DETAIL
SHEETS 4 AND 7 OF 7 – GEOMETRY

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C250	150.00'	100.65'	98.78'	N19°46'11"W	38°26'48"
C251	150.00'	17.07'	17.06'	N03°48'24"W	6°31'15"
C252	173.37'	38.00'	37.92'	N79°55'48"E	12°33'27"
C253	70.37'	87.03'	81.59'	N33°04'51"E	70°51'24"
C254	25.00'	38.79'	35.01'	S46°05'58"E	88°53'39"
C255	24.50'	20.82'	20.20'	N08°11'23"E	48°41'35"
C256	25.50'	40.05'	36.06'	N44°27'42"E	89°59'02"
C257	25.00'	39.75'	35.69'	S43°54'02"W	91°06'21"
C258	100.00'	51.53'	50.96'	N74°41'26"E	29°31'35"
C259	105.38'	55.76'	55.11'	N45°15'51"E	30°18'57"
C260	103.88'	37.62'	37.41'	N17°06'01"E	20°44'55"
C261	20.50'	31.25'	28.31'	S43°08'08"W	87°19'54"
C262	137.50'	54.80'	54.44'	N27°34'30"W	22°50'10"
C263	162.50'	12.72'	12.72'	S36°45'03"E	4°29'04"

LINE TABLE		
LINE	LENGTH	BEARING
L250	20.47'	S00°32'47"E
L251	20.00'	N89°28'11"E
L252	5.03'	N11°27'31"E
L253	4.28'	S89°28'11"W
L254	32.61'	S00°31'49"E
L255	5.51'	S79°40'59"E
L256	20.00'	N89°28'11"E
L257	43.93'	S00°31'49"E
L258	32.50'	N89°28'11"E
L259	27.41'	N89°28'11"E
L260	5.09'	N89°28'11"E
L261	6.41'	N00°31'49"W
L262	36.50'	N89°27'13"E

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Final Plat for Markham Woods Enclave

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the final plat for Markham Woods Enclave, containing 5 residential lots on a 6.10 acre parcel zoned A-1 (Agriculture), located on the west side of Markham Woods Road, approximately 1 1/2 miles north of Lake Mary Boulevard, in Section 2, Township 20 S, Range 29 E (King Builders, LLC, applicant).

District 5 Brenda Carey Cynthia Sweet

BACKGROUND:

The applicant, King Builders, LLC, is requesting approval of the final plat for Markham Woods Enclave. The plat consists of 5 residential lots on a 6.10 acre parcel zoned A-1 (Agriculture). Each lot will be served by Seminole County for public water and sewer. The internal roads are private. The site is located on the west side of Markham Woods Road, approximately 1 1/2 miles north of Lake Mary Boulevard, in Section 2, Township 20 S, Range 29 E.

The plat meets all the requirements of Chapter 35, Seminole County Land Development Code and Chapter 177, Florida Statutes. The applicant has provided a Performance Bond to ensure the completion of the subdivision improvements.

STAFF RECOMMENDATION:

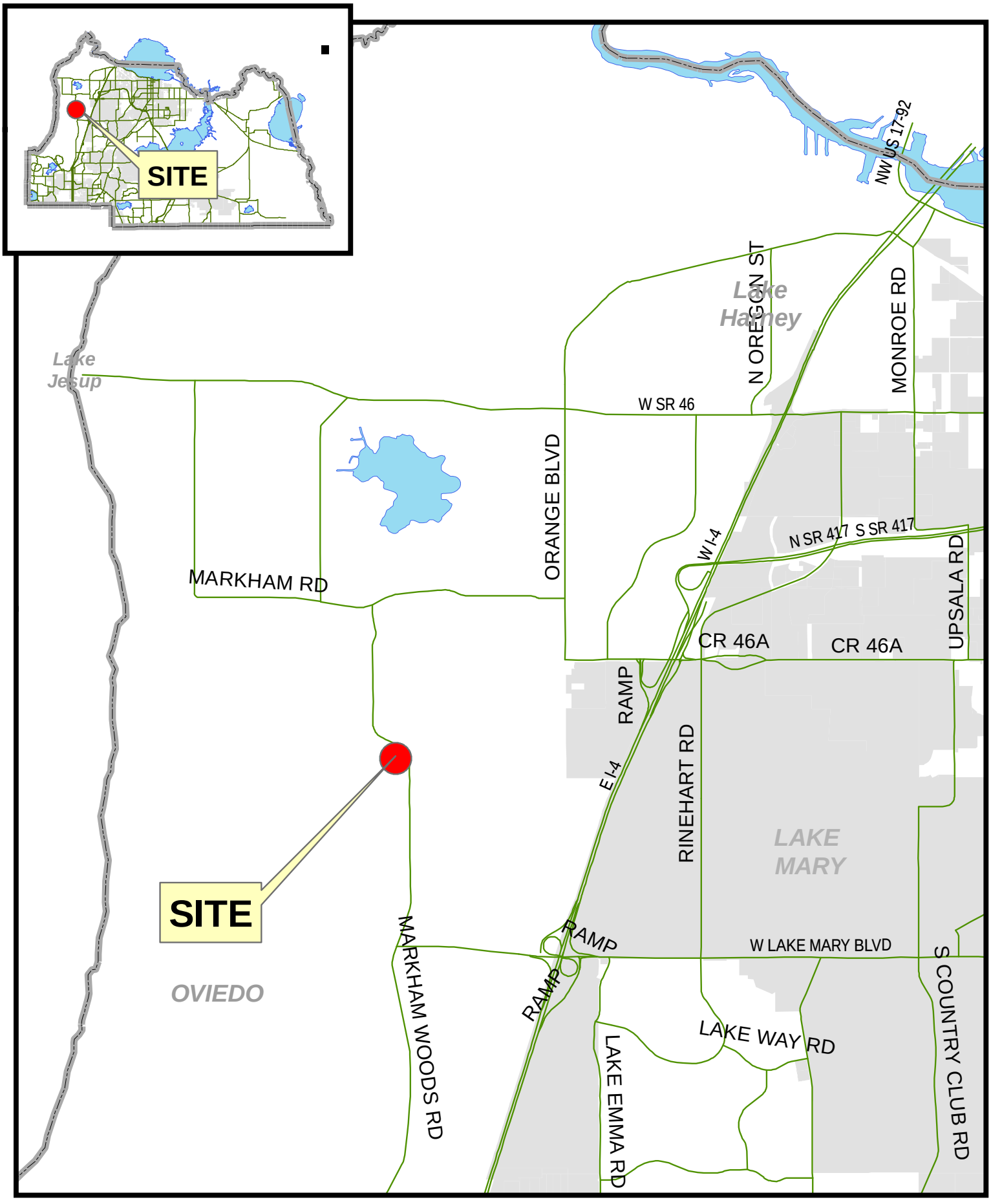
Staff recommends the Board approve and authorize the Chairman to execute the final plat for Markham Woods Enclave, containing 5 residential lots on a 6.10 acre parcel zoned A-1 (Agriculture), located on the west side of Markham Woods Road, approximately 1 1/2 miles north of Lake Mary Boulevard, in Section 2, Township 20 S, Range 29 E, as requested by the applicant, King Builders, LLC.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Reduced Copy of Plat
5. Performance Bond

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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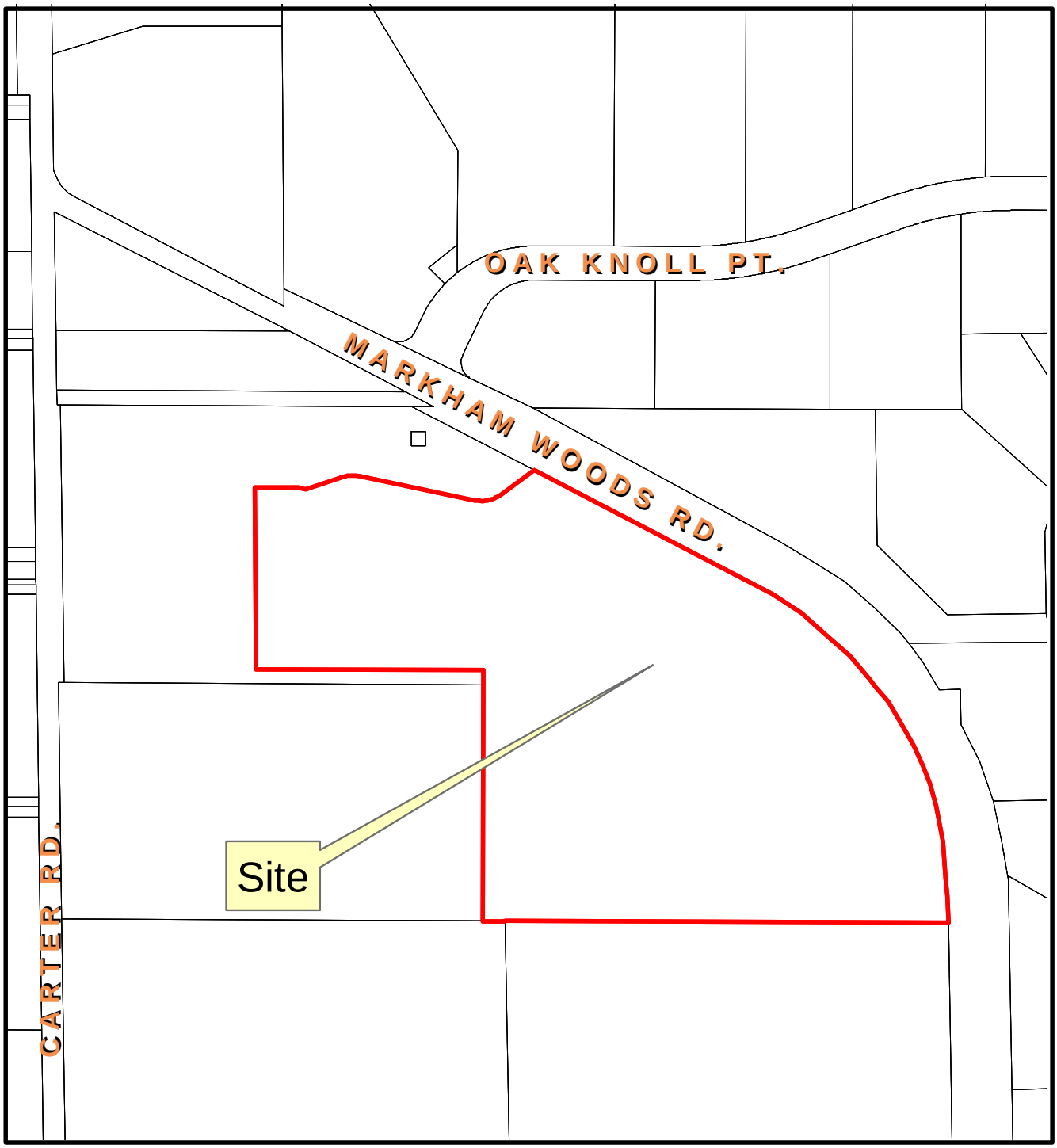
Markham Woods Enclave Final Plat

EXHIBIT A



Markham Woods Enclave
Final Plat

EXHIBIT A

Markham Woods Enclave
Final Plat

Parcel
Subject Property

January 2006 Color Aerials

EXHIBIT A

MARKHAM WOODS ENCLAVE

SHEET 1 OF 2

SECTION 2, TOWNSHIP 20 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

PLAT BOOK PAGE

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA RUN SOUTH 00°07'55" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 639.98 FEET TO A POINT OF THE SOUTH LINE OF THE NORTH 165 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE RUN NORTH 89°55'29" WEST ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MARKHAM WOODS ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°55'29" WEST ALONG SAID SOUTH LINE A DISTANCE OF 623.81 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID NORTH 165 FEET; THENCE RUN SOUTH 00°04'31" EAST ALONG SAID WEST LINE A DISTANCE OF 0.66 FEET; THENCE RUN NORTH 89°56'31" WEST A DISTANCE OF 30.68 FEET; THENCE RUN NORTH 00°04'31" EAST A DISTANCE OF 426.55 FEET; THENCE RUN NORTH 51°01'41" EAST A DISTANCE OF 151.47 FEET TO THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF MARKHAM WOODS ROAD; THENCE RUN SOUTH 64°18'47" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 25.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 500.16 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 560.52 FEET THROUGH A CENTRAL ANGLE OF 64°12'55" TO THE POINT OF TANGENCY; THENCE RUN SOUTH 00°07'55" WEST A DISTANCE OF 17.95 FEET TO THE POINT OF BEGINNING

CONTAINING THEREIN 6.10 ACRES, MORE OR LESS.

GENERAL NOTES:

1) BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2-20-29 HAVING A BEARING OF S00°07'55"W

2) DRAINAGE AND UTILITY EASEMENTS: 5 FEET ON THE SIDES OF ALL LOTS, EXCEPT WHERE ABUTTING THE NORTH, SOUTH AND WEST LINES OF THIS PLAT.

3) UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION

4) TRACT A IS A LIFT STATION TRACT TO BE OWNED AND MAINTAINED BY SEMINOLE COUNTY.

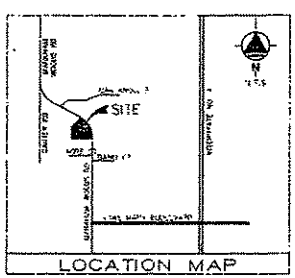
5) TRACT B IS STORMWATER TRACT TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

6) TRACT C IS A UTILITY EASEMENT AND STORMWATER TRACT TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

7) TRACT D IS A PRIVATE ROADWAY TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. TRACT D, PRIVATE ROADWAY WILL NOT BE PART OF THE COUNTY SYSTEM OF PUBLIC ROADS; PROVIDED HOWEVER, THE PRIVATE STREET SHOWN HEREIN IS PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT OVER AND UNDER ALL OF HEREBY DEDICATED TO SEMINOLE COUNTY, FLORIDA. SAID STREET SHALL REMAIN PRIVATE AND THE SOLE EXCLUSIVE PROPERTY OF THE LAWFUL OWNER, UNLESS OTHERWISE NOTED, AND IT DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF ADJACENT LANDS AND THEIR GUEST, INVITEES AND DOMESTIC HELP, AND TO DELIVERY, PICKUP AND FIRE PROTECTION SERVICES, POLICE AND REPRESENTATIVES OF UTILITIES AUTHORIZED BY THE LAWFUL OWNER TO SERVE THE LAND SHOWN ON THIS PLAT HOLDERS OF MORTGAGE LIENS ON SUCH LANDS AND SUCH OTHER PERSONS AS THE LAWFUL OWNER FROM TIME TO TIME MAY DESIGNATE, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID STREET(S)

LEGEND:

- ■ SET P.R.M. (PERMANENT REFERENCE MONUMENT) 4" x 4" CONC. MONUMENT CAP # 5152
- ○ FOUND P.R.M. (PERMANENT REFERENCE MONUMENT) 4" x 4" CONC. MONUMENT
- • SET REBAR & CAP #5152
- • FOUND REBAR OR PIPE
- ▲ POINT OF BEGINNING
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT-OF-WAY
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- P.B. PLAT BOOK
- PG. PAGE



NOTICE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

EDG of Florida, L.L.C.
25 Windermere Way, Suite 101, Orlando, Florida 32765
Phone: (407) 971-0836, Fax: (407) 977-1037
email: edg@edg-fl.com
Certificate of Authorization: #7533 - Survey & #27032 - Engineering

MARKHAM WOODS ENCLAVE
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Amy Holdings, LLC being the owner of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the ... TRACT A ... AND UTILITY EASEMENTS shown hereon to the perpetual use of the public, and

SEMINOLE COUNTY, FLORIDA

IN WITNESS WHEREOF, has caused these presents to be signed and attested to

on June 27, 2007

By: _____
Vice President

Attest: _____

Signed and sealed in the presence of:

Gerbrania Gabriel James Gilbert
Witness
Gerbrania Gabriel James Gilbert
Print Name Print Name

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY, that on June 27, 2007 before me, the individual duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

Vice President of the above named corporation, incorporated under the laws of Florida described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be his free act and deed as such officers thereunto duly authorized, and that said Dedication is the act and deed of said corporation.

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

Notary Public
My Commission Expires November 29, 2010

CERTIFICATE OF SURVEYOR

I hereby certify that this is a true and correct representation of the lands surveyed, that the survey was made under my responsible direction and supervision, and that the survey data contained hereon complies with the requirements of Chapter 177 of the Florida Statutes, and that I have complied with the requirements of Chapter ... permanent reference monuments, and that I am a ... and another pursuant to Section 177.091 of the Florida ... The lands described hereon are located in Seminole County, ...

Printed name (GREGORY CRAWFORD) Date: ...

Registration no.: 5152

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

_____
Chairman of the Board

Attest: _____
Clerk of the Board

By: _____ D.C.

CERTIFICATE OF REVIEW BY COUNTY SURVEYOR

I hereby certify that I am a professional surveyor and mapper, either employed by or under contract with Seminole County, Florida, and I have reviewed the survey and plat for conformity to Chapter 177 of the Florida Statutes

_____ Registered Surveyor
Printed Name: Steve L. Hensley, P.L.S.
Registration No.: 4959
County Surveyor

CERTIFICATE OF CLERK OF CIRCUIT COURT

I, HEREBY CERTIFY, That I have examined the foregoing plat and find that it conforms in form and all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____

File No. _____

MARYANNE MORSE - CLERK OF THE COURT
In and for Seminole County, Florida

By: _____ D.C.

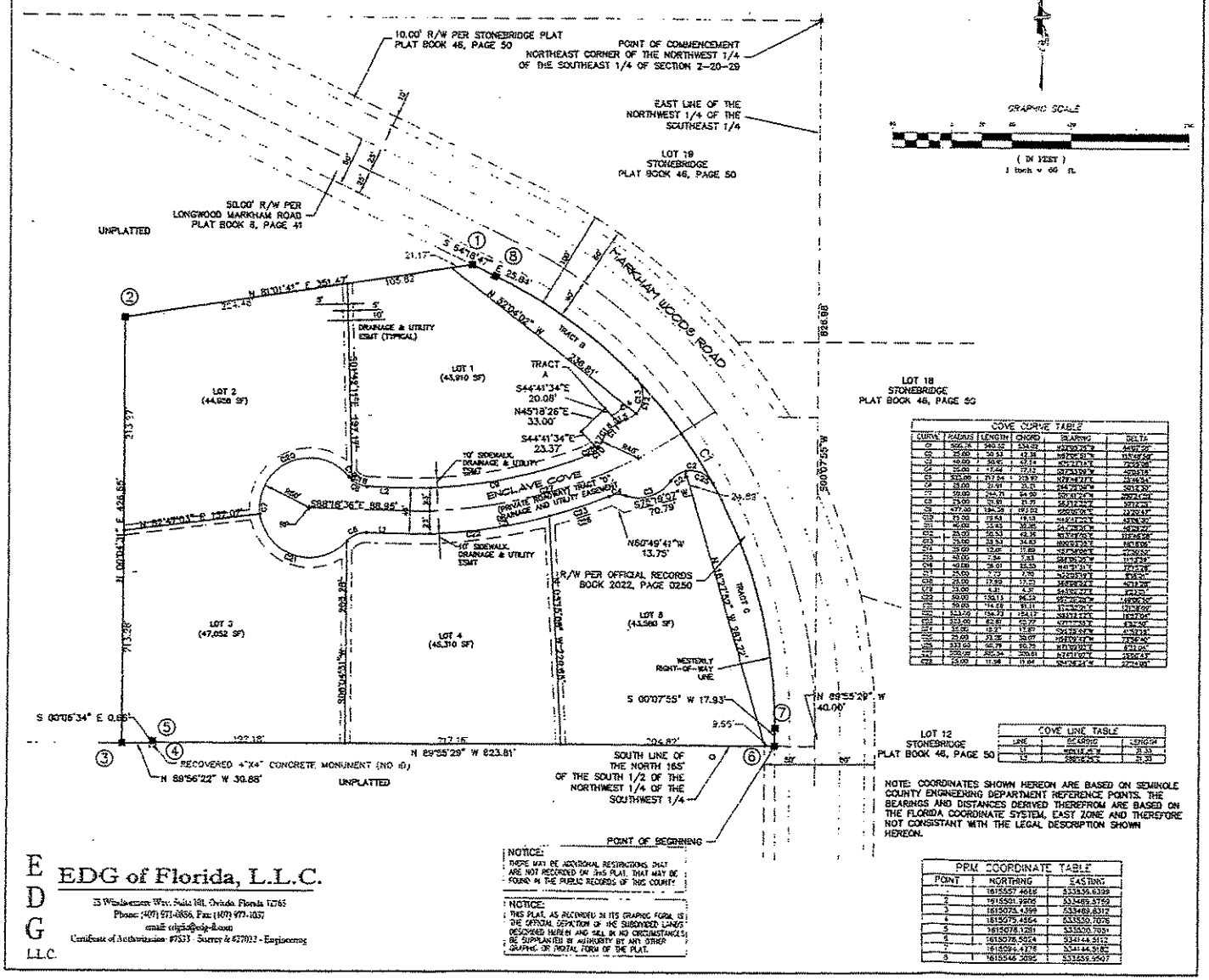
EXHIBIT B

MARKHAM WOODS ENCLAVE

SECTION 2, TOWNSHIP 20 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA

SHEET 2 OF 2

PLAT BOOK PAGE



CURVE CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	566.78	340.02	334.82	S37°09'29"E	34°22'09"
C2	25.00	39.53	35.58	N87°06'41"E	90°35'48"
C3	60.00	39.95	39.24	S25°33'21"E	38°09'08"
C4	25.00	17.44	17.11	S21°53'09"E	39°57'18"
C5	533.00	217.84	216.32	N78°43'47"E	23°24'54"
C6	25.00	39.27	35.36	S44°18'26"E	90°00'00"
C7	50.00	244.71	54.00	S01°41'34"E	280°00'00"
C8	25.00	39.27	35.36	N45°18'26"E	90°00'00"
C9	477.00	194.28	193.02	S56°05'26"E	23°20'17"
C10	83.00	19.63	19.59	S14°41'34"E	13°33'30"
C11	40.00	23.83	23.48	S71°08'04"E	34°08'47"
C12	25.00	39.53	35.58	N02°52'41"E	90°35'48"
C13	25.00	39.53	34.83	N86°53'41"E	90°35'48"
C14	25.00	12.05	11.89	S87°04'06"E	27°36'24"
C15	50.00	2.56	2.56	S89°36'36"E	2°55'47"
C16	40.00	38.01	36.59	N61°31'01"E	54°26'38"
C17	25.00	7.75	7.72	S23°53'51"E	17°45'31"
C18	25.00	17.89	17.52	S68°58'21"E	40°59'49"
C19	25.00	4.31	4.31	S46°56'27"E	9°52'51"
C20	50.00	156.13	99.09	S51°06'06"W	178°55'34"
C21	50.00	114.29	91.11	S13°55'29"W	130°58'00"
C22	533.00	154.72	154.17	S88°33'47"E	16°37'56"
C23	533.00	62.81	62.77	S77°11'58"E	6°45'04"
C24	50.00	12.21	12.18	S84°38'49"E	14°00'04"
C25	25.00	39.38	35.69	S58°38'49"E	90°15'04"
C26	533.00	56.79	56.76	N71°59'01"E	6°06'04"
C27	566.78	265.24	262.81	N76°10'01"E	26°48'43"
C28	25.00	11.58	11.48	N62°08'48"E	26°32'48"

CURVE LINE TABLE

LINE	BEARING	LENGTH
L1	N89°55'29"W	21.33
L2	S89°55'29"E	21.33

NOTE: COORDINATES SHOWN HEREON ARE BASED ON SEMINOLE COUNTY ENGINEERING DEPARTMENT REFERENCE POINTS. THE BEARINGS AND DISTANCES DERIVED THEREFROM ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE AND THEREFORE NOT CONSISTANT WITH THE LEGAL DESCRIPTION SHOWN HEREON.

PRM COORDINATE TABLE

POINT	NORTHING	EASTING
1	1615527.4018	533836.6209
2	1615591.9895	533489.5759
3	1615075.4399	533489.8312
4	1615075.4364	533530.7078
5	1615078.1281	533606.7051
6	1615078.5054	534144.5112
7	1615094.4276	534144.5187
8	1615546.3095	533659.9907

NOTICE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT, THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

EDG of Florida, L.L.C.
35 Winkenwerder Way, Suite 101, Oviedo, Florida 32765
Phone: (407) 971-0886, Fax: (407) 977-1037
email: edgfl@edg-fl.com
Certificate of Authorization #7533 Surveyor & #27012 - Engineering

AGREEMENT

(Performance and Payment – Water & Sewer)

THIS AGREEMENT is made and entered into this 5th day of July, 2007, between KING BUILDERS, LLC hereinafter referred to as DEVELOPER, Developer of MARKHAM WOODS ENCLAVE, and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

1. The DEVELOPER hereby delivers to the COUNTY, an Irrevocable Letter of Credit No. 319950 of COLONIAL BANK in the sum of $2,970.00 to guarantee that all improvements set forth on the approved plans and specifications for the above development will be fully completed and paid for.

2. That COUNTY agrees to accept the Letter of Credit and to return or draw on same in the following manner:

   a. To return to COLONIAL BANK upon request by DEVELOPER and upon proof satisfactory to the COUNTY, that work has been completed in accordance with all applicable requirements, said proof to include a certificate to that effect signed by the DEVELOPER, the DEVELOPER'S Engineer, and the County Engineer and, upon proof satisfactory to the COUNTY that all bills therefore have been paid, including, but not limited to, bills for surveying, engineering and land clearing, and work and material used in the construction of roads and other required improvements which are included in the plans and specifications.

   b. To draw upon the Letter of Credit in accordance with its terms upon a determination that any portion or all of the improvements have not been completed in accordance with the approved plans and specifications within 60 days calendar days from the date of this Agreement. Provided, however, that if the work is not completed within 60 days days and the DEVELOPER has made substantial progress towards completion of the required improvements, is prosecuting completion of the work and the public interest is served thereby, the COUNTY may extend the time for performance hereunder to a time no later than thirty (30) days prior to the expiration date of the Letter of Credit. The COUNTY is hereby authorized, but not obligated to take over and perform or cause to be performed any such uncompleted work and to use for such purposes the funds available under said Letter of Credit to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of DEVELOPER'S failure to perform this Agreement.

   c. Further, the COUNTY is authorized to draw on the Letter of Credit to pay any bills for said improvements upon proof satisfactory to the COUNTY that such claims are just and unpaid and the DEVELOPER hereby consents to any such payments and authorizes and ratifies any such action on the part of the COUNTY and agrees to protect and save harmless the COUNTY from any claims of any persons whomsoever on account of any improvements which have not been completed or paid for or which have been completed or paid for by the COUNTY.

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

EXHIBIT C

ATTEST:

Witness:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name) REX CRANE KING BUILDERS, LLC

Witness:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

UNAUTHORIZED COPY COPY COPY

COLONIAL BANK, N.A.
Member FDIC

STANDBY LETTER OF CREDIT	PAGE 1
PLACE OF ISSUE : SUNRISE DATE OF ISSUE : JULY 03, 2007	IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 31 9950
ADVISED BY MAIL	DATE AND PLACE OF EXPIRY JULY 03, 2008 SUNRISE, FLORIDA
APPLICANT KING BUILDERS, LLC. 3359 HORSESHOE BEND COURT LONGWOOD, FL 32779	BENEFICIARY SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 EAST FIRST STREET SANFORD, FLORIDA 32771
ADVISING BANK NOT APPLICABLE	AMOUNT USD2,970.00 U.S. DOLLARS TWO THOUSAND NINE HUNDRED SEVENTY ONLY
	CREDIT AVAILABLE WITH COLONIAL BANK, N.A. BY PAYMENT AGAINST PRESENTATION OF THE DOCUMENTS DETAILED HEREIN

IRREVOCABLE LETTER OF CREDIT
(FOR PERFORMANCE AND PAYMENT AGREEMENT - WATER AND SEWER)

DEAR COMMISSIONERS:

BY ORDER OF KING BUILDERS, LLC., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON COLONIAL BANK, N.A., 1580 SAWGRASS CORPORATE PARKWAY, SUITE 310, SUNRISE, FL 33323 UP TO AN AGGREGATE AMOUNT OF UNITED STATES DOLLARS TWO THOUSAND NINE HUNDRED SEVENTY AND 00/100 (US$2,970.00) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE PERFORMANCE AND PAYMENT AGREEMENT DATED JULY 3, 2007, BETWEEN KING BUILDERS, LLC AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE JULY 3, 2008, AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 31-9950 OF COLONIAL BANK, N.A. DATED JULY 3, 2007, AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE-YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY SEMINOLE

THE SUM 2,970.00 OK

UNAUTHORIZED COPY

COLONIAL BANK, N.A.
Member FDIC

STANDBY LETTER OF CREDIT		PAGE 2
PLACE OF ISSUE : SUNRISE DATE OF ISSUE : JULY 03, 2007	CONTINUATION OF STANDBY LETTER OF CREDIT	NUMBER 31 9950
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APPLICANT KING BUILDERS, LLC. 3359 HORSESHOE BEND COURT LONGWOOD, FL 32779	BENEFICIARY SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 EAST FIRST STREET SANFORD, FLORIDA 32771	

COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PERFORMANCE AND PAYMENT AGREEMENT WITH KING BUILDERS, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED". IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE PERFORMANCE AND PAYMENT AGREEMENT DATED JULY 3, 2007, TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY SAID PERFORMANCE AND PAYMENT AGREEMENT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED".

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO COLONIAL BANK, N.A.

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEY'S FEES, BUT COLONIAL BANK, N.A., SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEY'S FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PERFORMANCE AND PAYMENT AGREEMENT DATED JULY 3, 2007 AS REFERENCED HEREIN.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 590.

********** END OF CREDIT **********

UNAUTHORIZED COPY COPY COPY COP

COLONIAL BANK, N.A.
Member FDIC

STANDBY LETTER OF CREDIT		PAGE 3
PLACE OF ISSUE : SUNRISE DATE OF ISSUE : JULY 03, 2007	CONTINUATION OF STANDBY LETTER OF CREDIT	NUMBER 31 9950
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APPLICANT KING BUILDERS, LLC. 3359 HORSESHOE BEND COURT LONGWOOD, FL 32779	BENEFICIARY SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 EAST FIRST STREET SANFORD, FLORIDA 32771	

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THIS DOCUMENT CONSISTS OF 3 PAGES

FOR AND ON BEHALF OF
COLONIAL BANK, N.A.

Authorized Signature(s)

UNAUTHORIZED COPY COPY COPY COP

AGREEMENT
(Performance and Payment – Road

THIS AGREEMENT is made and entered into this 5th of July day of 2007, between KING BUILDERS, LLC, hereinafter referred to as DEVELOPER, Developer of MALKHAM, and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY." WOODS ENCLAVE

WITNESSETH:

1. The DEVELOPER hereby delivers to the COUNTY, an Irrevocable Letter of Credit No. 319947 of COLONIAL BANK in the sum of $8,250.00 to guarantee that all improvements set forth on the approved plans and specifications for the above development will be fully completed and paid for.

2. That COUNTY agrees to accept the Letter of Credit and to return or draw on same in the following manner:

   a. To return to COLONIAL BANK upon request by DEVELOPER and upon proof satisfactory to the COUNTY, that work has been completed in accordance with all applicable requirements, said proof to include a certificate to that effect signed by the DEVELOPER, the DEVELOPER'S Engineer, and the County Engineer and, upon proof satisfactory to the COUNTY that all bills therefore have been paid, including, but not limited to, bills for surveying, engineering and land clearing, and work and material used in the construction of roads and other required improvements which are included in the plans and specifications.

   b. To draw upon the Letter of Credit in accordance with its terms upon a determination that any portion or all of the improvements have not been completed in accordance with the approved plans and specifications within 60 days calendar days from the date of this Agreement. Provided, however, that if the work is not completed within 60 days ~~days~~ and the DEVELOPER has made substantial progress towards completion of the required improvements, is prosecuting completion of the work and the public interest is served thereby, the COUNTY may extend the time for performance hereunder to a time no later than thirty (30) days prior to the expiration date of the Letter of Credit. The COUNTY is hereby authorized, but not obligated to take over and perform or cause to be performed any such uncompleted work and to use for such purposes the funds available under said Letter of Credit to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of DEVELOPER'S failure to perform this Agreement.

   c. Further, the COUNTY is authorized to draw on the Letter of Credit to pay any bills for said improvements upon proof satisfactory to the COUNTY that such claims are just and unpaid and the DEVELOPER hereby consents to any such payments and authorizes and ratifies any such action on the part of the COUNTY and agrees to protect and save harmless the COUNTY from any claims of any persons whomsoever on account of any improvements which have not been completed or paid for or which have been completed or paid for by the COUNTY.

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

ATTEST:

Witness:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

REX CRANE

(Printed Name) KING BUILDERS, LLC

Witness:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

UNAUTHORIZED COPY COPY COPY

COLONIAL BANK, N.A.
Member FDIC

STANDBY LETTER OF CREDIT	PAGE 1
PLACE OF ISSUE : SUNRISE DATE OF ISSUE : JULY 03, 2007	IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 31 9947
ADVISED BY MAIL	DATE AND PLACE OF EXPIRY JULY 03, 2008 SUNRISE, FLORIDA
APPLICANT KING BUILDERS, LLC. 3359 HORSESHOE BEND COURT LONGWOOD, FL 32779	BENEFICIARY SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 EAST FIRST STREET SANFORD, FLORIDA 32771
ADVISING BANK NOT APPLICABLE	AMOUNT USD8,250.00 U.S. DOLLARS EIGHT THOUSAND TWO HUNDRED FIFTY ONLY
	CREDIT AVAILABLE WITH COLONIAL BANK, N.A. BY PAYMENT AGAINST PRESENTATION OF THE DOCUMENTS DETAILED HEREIN

THE SUM $8,250.00

IRREVOCABLE LETTER OF CREDIT
FOR PERFORMANCE AND PAYMENT AGREEMENT-ROADS

DEAR COMMISSIONERS:

BY ORDER OF KING BUILDERS, LLC., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON COLONIAL BANK, N.A., 1580 SAWGRASS CORPORATE PARKWAY, SUITE 310, SUNRISE, FL 33323 UP TO AN AGGREGATE AMOUNT OF UNITED STATES DOLLARS EIGHT THOUSAND TWO HUNDRED FIFTY AND 00/100 (US$8,250.00) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE PERFORMANCE AND PAYMENT AGREEMENT DATED JULY 3, 2007, BETWEEN KING BUILDERS, LLC AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE JULY 3, 2008, AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 31-9947 OF COLONIAL BANK, N.A. DATED JULY 3, 2007, AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE-YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY SEMINOLE

UNAUTHORIZED COPY COPY COPY

COLONIAL BANK, N.A.
Member FDIC

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COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PERFORMANCE AND PAYMENT AGREEMENT WITH KING BUILDERS, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED". IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE PERFORMANCE AND PAYMENT AGREEMENT DATED JULY 3, 2007, TO THE SATISFACTION OF THE BOARD OF COUNTY COMMISSIONERS EVIDENCED BY A WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS COVERED BY SAID PERFORMANCE AND PAYMENT AGREEMENT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED".

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO COLONIAL BANK, N.A.

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEY'S FEES, BUT COLONIAL BANK, N.A., SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEY'S FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE PERFORMANCE AND PAYMENT AGREEMENT DATED JULY 3, 2007 AS REFERENCED HEREIN.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 590.

********** END OF CREDIT **********

UNAUTHORIZED COPY COPY COPY

COLONIAL BANK, N.A.
Member FDIC

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THIS DOCUMENT CONSISTS OF 3 PAGES

FOR AND ON BEHALF OF
COLONIAL BANK, N.A.

Hiram R. Falcon

AUTHORIZED SIGNATURE(S)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Maintenance Bond for Regency Estates aka Mikler Lakes

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Bryan Potts **EXT:** 7318

MOTION/RECOMMENDATION:
Authorize the release of the Regency Estates Maintenance Bond #41028975 in the amount of $100,063.15 for the Regency Estates, a/k/a Mikler Lakes road improvements.

District 1 Bob Dallari Bryan Potts

BACKGROUND:

Maintenance Bond #41028975 for $100,063.15 (Platte River 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 Regency Estates aka Mikler Lakes Maintenance Bond. 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 Regency Estates Maintenance Bond #41028975 in the amount of $100,063.15 for the Regency Estates, aka Mikler Lakes road improvements.

ATTACHMENTS:

1. Maintenance Bond
2. Power of Attorney

Additionally Reviewed By:
☑ County Attorney Review (Kimberly Romano)

APPROVED FORMS, ETC.

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR STREETS, CURBS, STORM DRAINS

KNOW ALL MEN BY THESE PRESENTS:

That we ROCKWELL LAND & DEVELOPMENT CORP., whose address is 1031 W MORSE BLVD. STE 350, WINTER PARK, FL, hereinafter referred to as "PRINCIPAL" and PLATTE RIVER INS. CO, whose address is P.O. BOX 5900, MADISON, WI 53705-0900, 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 $100,063.15------ ONE HUNDRED THOUSAND SIXTY THREE AND 15/100 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as REGENCY ESTATES, a plat of which is recorded in Plat Book 66, Page 26-31, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated MARCH 8, 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 and to maintain said improvements for a period of two (2) years from MARCH 15, 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 and maintain said improvements for a period of two (2) years from MARCH 15, 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 and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, 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 15TH day of MARCH, 2005.

Address:
1031 W MORSE BLVD, SUITE 350
WINTER PARK, FL 32789

ROCKWELL LAND ~~& DEVELOPMENT~~ CORP. (SEAL)
~~PRINCIPAL~~

By: _____ Its: PRESIDENT
(If a corporation)

WITNESS: Sharon B. Abner
~~ATTEST:~~ _____ Its: N/A
(If a corporation)

Address:
1301 HIGHTOWER TR, SUITE 370
ATLANT, GA 30350

PLATTE RIVER INSURANCE COMPANY (SEAL)
~~SURETY~~

By: _____
Its Attorney-in-Fact
DONALD P. BRAMLAGE RESIDENT AGENT

ATTEST: _____

(App E, LDC, through Supp 16).

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41028975

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

---------- JIM W. HENDERSON, DONALD P. BRAMLAGE ----------

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT: $2,500,000.00----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Executive Vice President, this 7th day of July, 2004.

Attest:

James J. McIntyre
Executive Vice President

PLATTE RIVER INSURANCE COMPANY — CORPORATE SEAL — NEBRASKA

PLATTE RIVER INSURANCE COMPANY

David F. Pauly
President and CEO

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 8th day of January, 2002 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN — KATHLEEN A. PAULSON — NOTARY PUBLIC

Kathleen A. Paulson
Notary Public, Dane Co., WI
My Commission Expires 10-15-2006

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 15TH day of MARCH, 2005.

PLATTE RIVER INSURANCE COMPANY — CORPORATE SEAL — NEBRASKA

James W. Smirz
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-001 (7-04)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Private Road Maintenance Agreement and Irrevocable Standby Letter of Credit for Magnolia Pointe Subdivision

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Bryan Potts **EXT:** 7318

MOTION/RECOMMENDATION:
Authorize the release of the Magnolia Pointe Subdivision Private Road Maintenance Agreement and Irrevocable Letter of Credit in the amount of $20,313.00 for the Magnolia Pointe Subdivision road improvements.

District 1 Bob Dallari Bryan Potts

BACKGROUND:

Maintenance Agreement and Irrevocable Letter of Credit # 78531561 for $20,313.00 (AmSouth Bank) 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 the results of work covered by the Magnolia Pointe Subdivision Private Road Maintenance Agreement and Irrevocable Letter of Credit. 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 Magnolia Pointe Maintenance Agreement and Irrevocable Letter of Credit #78531561 in the amount of $20,313.00 for the Magnolia Pointe Subdivision road improvements.

ATTACHMENTS:

1. Maintenance Agreement
2. Irrevocable Standby Letter of Credit

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

MAINTENANCE AGREEMENT
(Road Improvements)

THIS AGREEMENT is made and entered into this 16th day of MAY, 2005, between MAG DEVELOPMENT CO. INC., hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as MAGNOLIA POINTE, a Plat of which is recorded in Plat Book _____ Pages _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated OCT. 19, 2004, ___, (as subsequently revised or amended) 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 road improvements and to maintain said road improvements for a period of two (2) years from MAY 16, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. 78531561 issued by AMSOUTH BANK, in the sum of TWENTY THOUSAND THREE HUNDRED AND THIRTEEN DOLLARS ($ 20313.00).

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of TWENTY THOUSAND THREE HUNDRED & THIRTEEN DOLLARS $ 20313.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from MAY 16, 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.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

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

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

Signed, sealed and delivered in the presence of:

Teresa Doucher

By: AHMAD GHANDOUR - PRES.

Date: MAY 16, 2005

WITNESSES:

DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION
SEMINOLE COUNTY, FLORIDA

MIKE ARNOLD

MANAGER, Roads-Stormwater Div
~~Deputy Director of Public Works~~

Date: 6/9/05

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

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 9th day of June, 2005, by Michael K Arnold, who is personally known to me ~~or who has produced _____ as identification.~~

Linda Gail Blackwelder

Print Name LINDA GAIL BLACKWELDER
Notary Public in and for the County and State Aforementioned

My commission expires: April 6, 2008

F:\USERS\ROGER\PRM\LDCE067
Rev. 05/30/97

LINDA GAIL BLACKWELDER
MY COMMISSION EXPIRES
April 6, 2008
#DD 273109
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

AMSOUTH

AmSouth Bank
International Department
315 Deaderick Street/7th Floor
Nashville, Tennessee 37237 USA

(888) 338-9552
Telex: 6823023
S.W.I.F.T.: AMSBUS44

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 78531561
(FOR MAINTENANCE AGREEMENT - ROAD IMPROVEMENTS)

EFFECTIVE DATE: MAY 16, 2005
EXPIRY DATE: JULY 31, 2007

BENEFICIARY: SEMINOLE COUNTY BOARD OF COMMISSIONERS
SEMINOLE COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771

APPLICANT: SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC.
501 NORTH ORLANDO AVENUE, SUITE 233
WINTER PARK, FLORIDA 32789

AMOUNT: $20,313.00

DEAR COMMISSIONERS:

BY ORDER OF SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON AMSOUTH BANK UP TO AN AGGREGATE AMOUNT OF USD TWENTY THOUSAND THREE HUNDRED THIRTEEN AND 00/100 (USD $20,313.00), AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE BOARD OF COUNTY COMMISSIONERS THAT THE MAINTENANCE AGREEMENT DATED MAY 16, 2005 BETWEEN SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC. AND SEMINOLE COUNTY IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE JULY 31, 2007 AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 78531561 OF AMSOUTH BANK EFFECTIVE DATED MAY 16, 2005, AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY RENEW ITSELF FOR SUCCESSIVE ONE YEAR PERIODS UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO RENEW THE LETTER OF CREDIT, IN WHICH CASE, THE COUNTY SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE EVENT OF A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT, THE PROCEEDS SHALL BE HELD BY SEMINOLE COUNTY AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE MAINTENANCE AGREEMENT WITH SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED." IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE MAINTENANCE AGREEMENT DATED MAY 16, 2005, AND THE COMPLETION OF SUN TEC BUILDERS, INC. AND MAG DEVELOPMENT CO., INC. OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

WE HEREBY ENGAGE WITH DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

AMSOUTH

AmSouth Bank
International Department
315 Deaderick Street/7th Floor
Nashville, Tennessee 37237 USA

(888) 338-9552
Telex: 6823023
S.W.I.F.T.: AMSBUS44

IF THE BOARD OF COUNTY COMMISSIONERS INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR SEMINOLE COUNTY'S COURT COSTS AND REASONABLE ATTORNEYS' FEES, BUT AMSOUTH BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEYS' FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THAN THE MAINTENANCE AGREEMENT DATED MAY 16, 2005 AND REFERENCED HEREIN.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 1993 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500, IN EFFECT AS OF JANUARY 1, 1994.

Rebecca D. Raith

REBECCA D. RAITH
VICE PRESIDENT

Susan Clinard

SUSAN CLINARD
VICE PRESIDENT

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Right of Way Utilization Permit Maintenance Bond for Vihlen Road ROW-Kay's Landing

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Bryan Potts **EXT:** 7318

MOTION/RECOMMENDATION:
Authorize the release of the Vihlen Road ROW - Kay's Landing Right of Way Utilization Permit Maintenance Bond #929365718 in the amount of $16,646.32 for the Vihlen Road ROW - Kay's Landing road improvements.

District 5 Brenda Carey Bryan Potts

BACKGROUND:

Maintenance Bond #929365718 for $16,646.32 (The Continental 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 Vihlen Road ROW - Kay's Landing 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 Vihlen Road ROW - Kay's Landing Right of Way Utilization Permit Maintenance Bond #929365718 in the amount of $16,646.32 for the Vihlen Road ROW - Kay's Landing road improvements.

ATTACHMENTS:

1. Maintenance Bond
2. Power of Attorney

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND

(Streets, Curbs, Storm Drains) Bond No. 929365718

KNOW ALL MEN BY THESE PRESENTS:

That we TOUSA Homes, Inc. dba Engle Homes-Orlando, whose address is 11315 Corporate Blvd., Ste. 250, Orlando, FL 32817, hereinafter referred to as "PRINCIPAL" and The Continental 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 $ Sixteen Thousand Six Hundred Forty Six and 32/100 ($16,464.32) 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 Kay's Landing, Phase I recorded in Plat Book _____, Page(s) _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated June 4, 20 04, 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 May 20, 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 May 20, 20 05 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 28th day of April, 20 05.

Name and Address:
TOUSA Homes, Inc. dba
Engle Homes-Orlando
11315 Corporate Blvd., Ste. 250
Orlando, FL 32817
407 281 4480

TOUSA Homes, Inc. dba
Engle Homes-Orlando (Seal)
PRINCIPAL

By: _____ Its: Senior Vice President
(If a corporation)

Attest: _____ Its: _____
(If a corporation)

Name and Address:
The Continental Insurance Company
3500 Lacey Road, Ste. 1050
Downers Grove, IL 60515
954 965 6613

The Continental Insurance Company (Seal)
SURETY

By: _____
Its Attorney-in-Fact — Stephen T. Kazmer
Florida License # A137801

Attest: _____
Kelly A. Jacobs

(App E, LDC, through Supp 16).

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation (herein called "the CIC Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Michael J Scheer, James I Moore, Bonnie Kruse, Stephen T Kazmer, Dawn L Morgan, Mary Beth Peterson, Peggy Faust, Kelly A Jacobs, Melissa Schmidt, Elaine Marcus, Jennifer J McComb, Christine Woods, Individually

of Countryside, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CIC Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 8th day of December, 2004.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Michael Gengler — Senior Vice President

State of Illinois, County of Cook, ss:

On this 8th day of December, 2004, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/17/05

My Commission Expires September 17, 2005

Eliza Price — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, and Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 28th day of April, 2005.

The Continental Insurance Company
Firemen's Insurance Company of Newark, New Jersey

Mary A. Ribikawskis — Assistant Secretary

Form F6850-11/2001

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Executive Committee of the Board of Directors of The Continental Insurance Company by unanimous written consent dated the 13th day of January, 1989:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President, a Senior Vice President or a Vice President of the Company be, and each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

ADOPTED BY THE BOARD OF DIRECTORS OF FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY:

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolution adopted by the Executive Committee of the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY by unanimous written consent dated the 13th day of January, 1989:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President, a Senior Vice President or a Vice President of the Company be, and each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and each of any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

State of Illinois}
} ss.
County of Cook }

On April 28, 2005, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen T. Kazmer known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06/23/2008

Melissa Schmidt

Melissa Schmidt, Notary Public

OFFICIAL SEAL
MELISSA SCHMIDT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/23/08

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Culbreth Subdivision Minor Plat

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Alan Willis **EXT:** 7332

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the 2 lot minor plat for Culbreth Subdivision located on a 2.2 acre parcel zoned RC-1 (Country Homes) on Carter Road, west of Markham Woods Road, in Section 02, Township 20 S, Range 29 E (Darryl Culbreth, applicant).

District 5 Brenda Carey Alan willis

BACKGROUND:

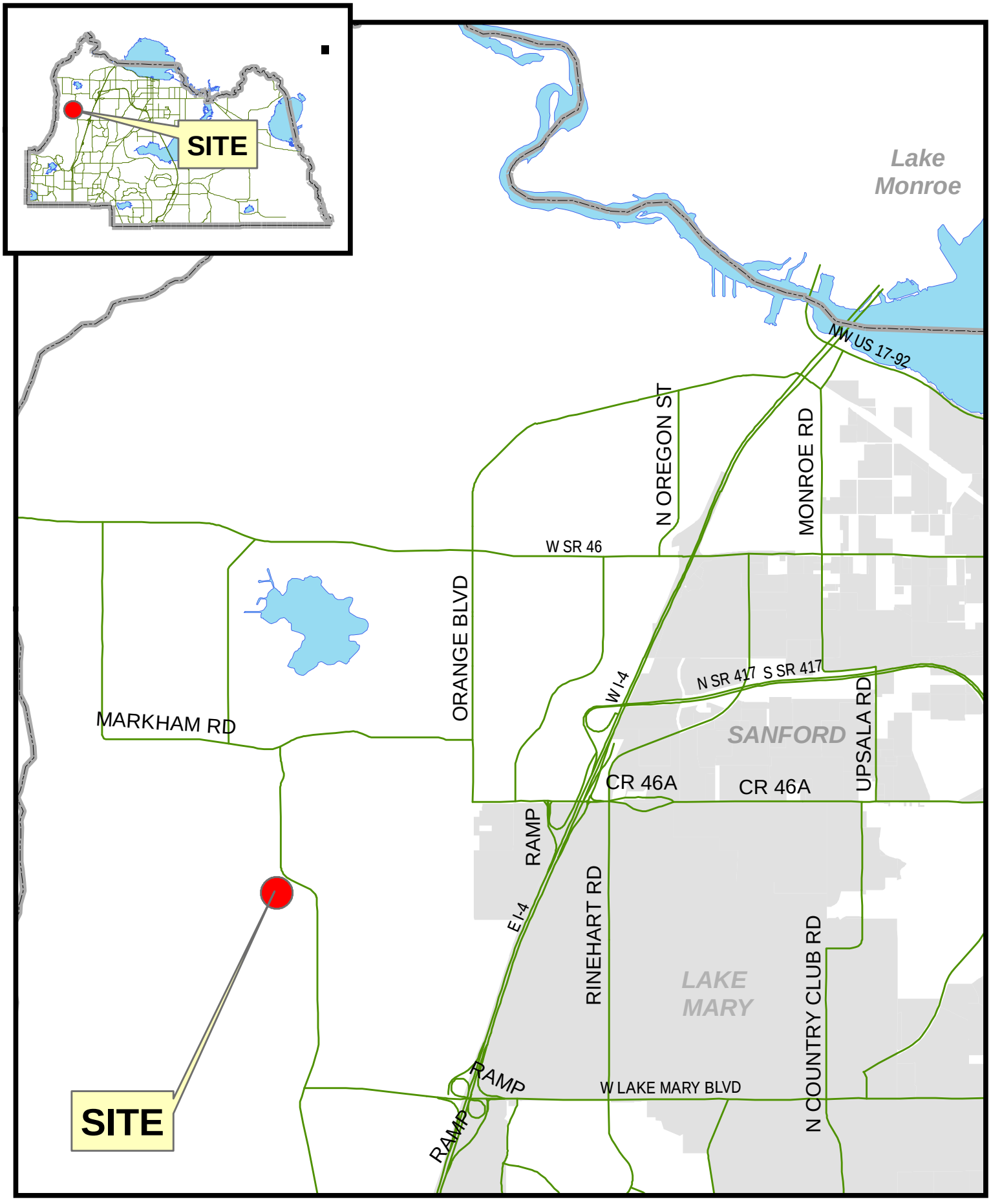
The applicant, Darryl Culbreth, is requesting approval of the minor plat for Culbreth Subdivision. The plat consists of two (2) lots (minimum of one-acre each) containing a total of 2.2 acres. Each lot will be served by private well and septic. The property was recently rezoned to RC-1 to reduce the required width at building line to 120 feet. The proposed lot widths at building line are 143.96 feet and 143.97 feet. The property is located west of Markham Woods Road, in Section 02, Township 20 S, Range 29 E.The plat meets all applicable requirements of Chapter 35.122, Seminole County Land Development Code and Chapter 177, Florida Statutes.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the 2 lot minor plat for Culbreth Subdivision located on a 2.2 acre parcel zoned RC-1 (Country Homes) on Carter Road, west of Markham Woods Road, in Section 02, Township 20 S, Range 29 E, as requested by the applicant, Darryl Culbreth.

ATTACHMENTS:

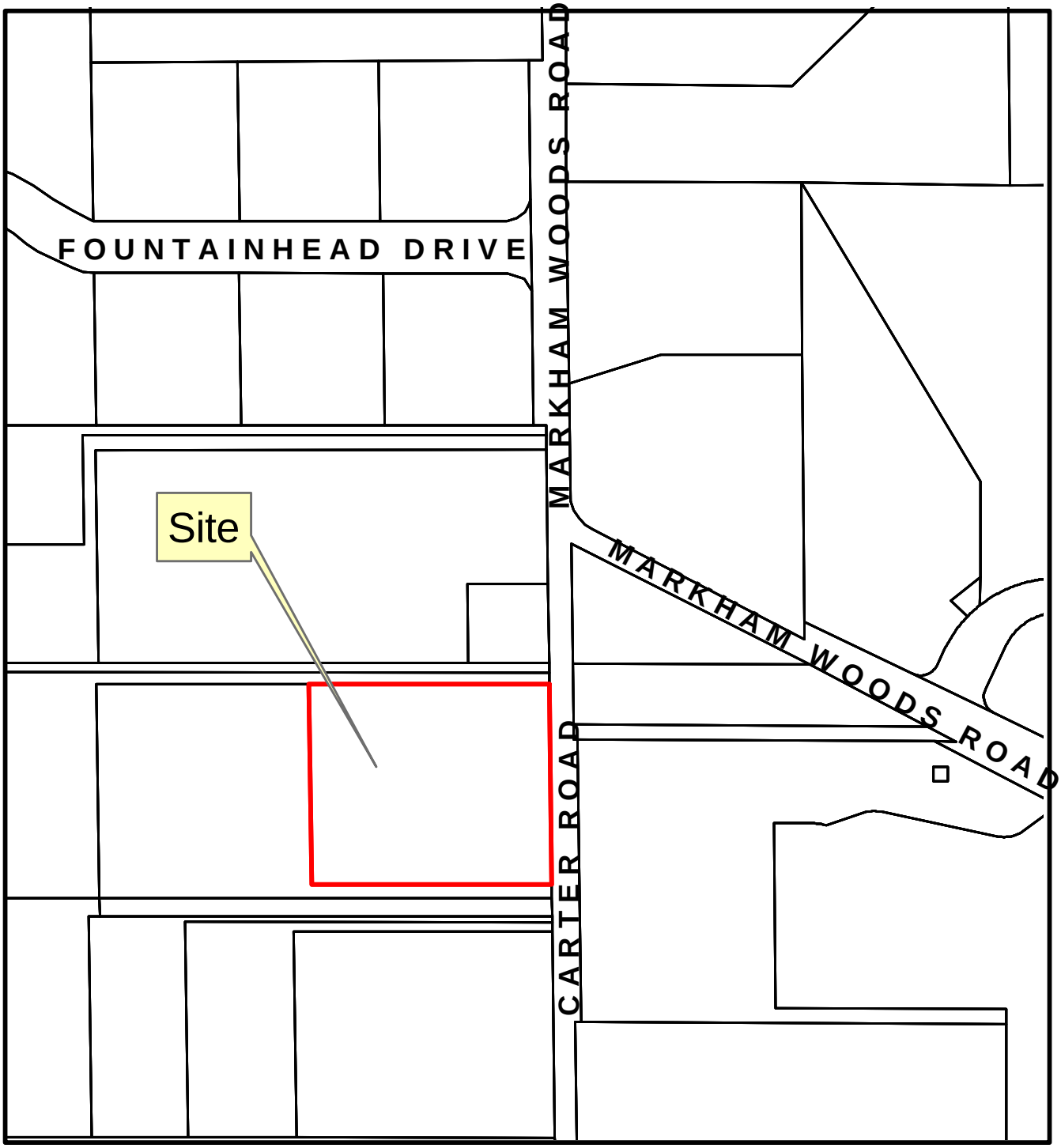
1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Sketch of Description

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)



filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd **/**/06

Culbreth Subdivision Minor Plat



Culbreth Subdivision
Minor Plat

Culbreth Subdivision
Minor Plat

CULBRETH SUBDIVISION

A REPLAT OF A PORTION OF LOT 14, WAITES SUBDIVISON, AS RECORDED IN PLAT BOOK 2, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA LYING IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA

DESCRIPTION

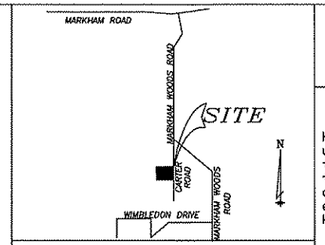
A PORTION OF LOT 14, WAITES SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 14, WAITES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 47, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N89°28'43"E ALONG THE NORTH LINE OF SAID LOT 14 A DISTANCE OF 300.00 FEET; THENCE S00°36'12"E A DISTANCE OF 30.00 FEET FOR A POINT OF BEGINNING; THENCE N89°28'43"E ALONG A LINE LYING 30.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT 14 A DISTANCE OF 345.05 FEET TO THE WEST RIGHT-OF-WAY LINE OF CARTER ROAD PER SAID WAITES SUBDIVISION; THENCE S00°46'27"E ALONG SAID WEST RIGHT-OF-WAY LINE OF CARTER ROAD A DISTANCE OF 288.00 FEET; THENCE S89°50'55"W ALONG A LINE LYING 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 345.91 FEET; THENCE N00°36'12"W ALONG A LINE LYING 300.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 14 A DISTANCE OF 285.76 FEET; TO THE POINT OF BEGINNING.

CONTAINS 96,229 SQUARE FEET OR 2.209 ACRES MORE OR LESS.

NOTES:

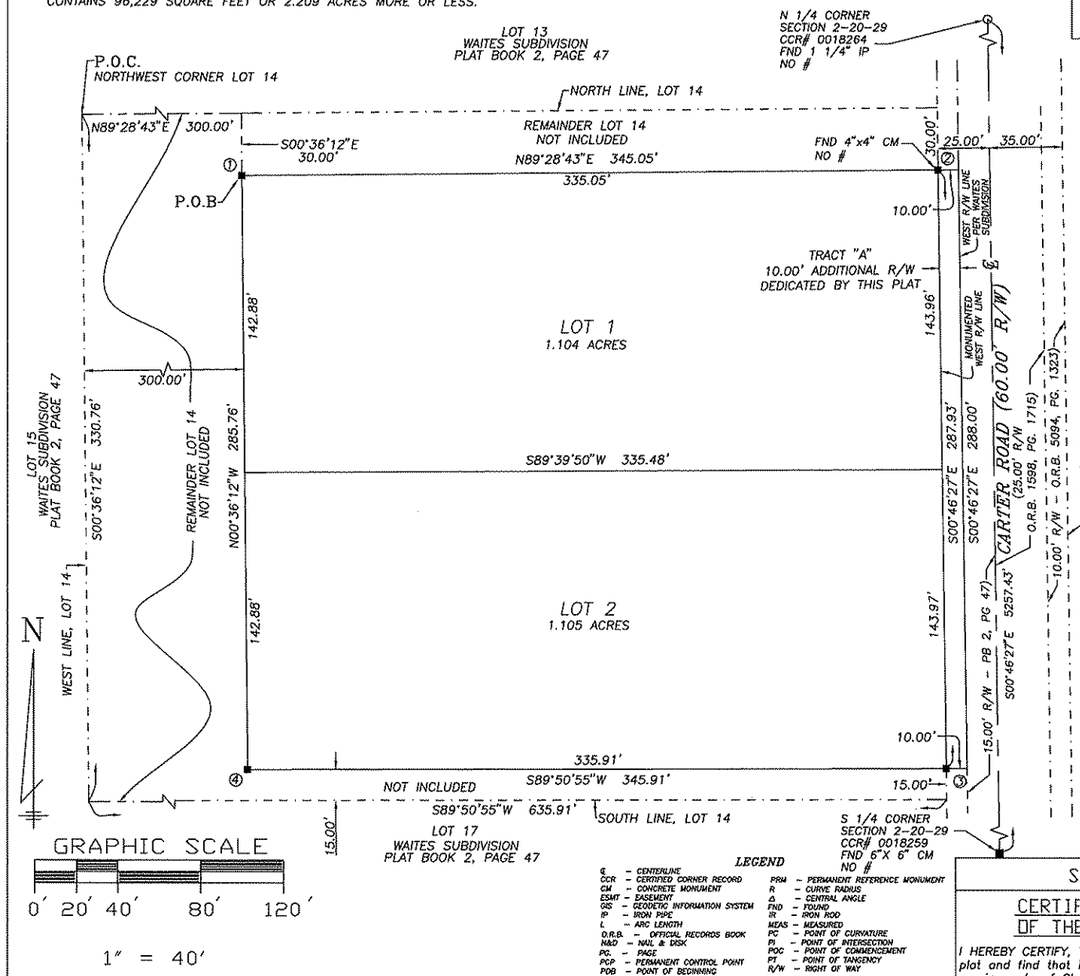
1. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM, BASED ON THE WEST RIGHT-OF-WAY LINE OF CARTER ROAD BEING: S00°46'27"E
2. ■ DENOTES A PERMANENT REFERENCE MONUMENT, A 4" X 4" CM WITH A BRASS DISC MARKED "PRM LB 4475."
3. ⓪ DENOTES FLORIDA EAST ZONE STATE PLANE COORDINATE (SEE CHART FOR COORDINATES)
4. STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON SEMINOLE COUNTY CONTROL DATA G.P.S. NAME/NUMBER 0100/LONZO AND 0101/STEVE WESSELS, BEING FLROIDA EAST ZONE (NAD 83.)



VICINITY MAP N.T.S.

FLORIDA EAST ZONE STATE PLANE COORDINATE INFORMATION
(BASED ON NORTH AMERICAN DATUM OF 1983)

NO.	NORTHING	EASTING
①	1615872.022	532489.668
②	1615874.425	532824.704
③	1615586.510	532828.040
④	1615586.270	532492.125



GRAPHIC SCALE

0' 20' 40' 80' 120'

1" = 40'

LEGEND

℄	– CENTERLINE	PRM	– PERMANENT REFERENCE MONUMENT
CCR	– CERTIFIED CORNER RECORD	R	– CURVE RADIUS
CM	– CONCRETE MONUMENT	Δ	– CENTRAL ANGLE
ESMT	– EASEMENT	FND	– FOUND
GIS	– GEODETIC INFORMATION SYSTEM	IR	– IRON ROD
IP	– IRON PIPE	L	– ARC LENGTH
MEAS	– MEASURED	O.R.B.	– OFFICIAL RECORDS BOOK
PC	– POINT OF CURVATURE	N&D	– NAIL & DISK
PI	– POINT OF INTERSECTION	PG.	– PAGE
POC	– POINT OF COMMENCEMENT	PCP	– PERMANENT CONTROL POINT
PT	– POINT OF TANGENCY	POB	– POINT OF BEGINNING
R/W	– RIGHT OF WAY		

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BY SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ACCURIGHT SURVEYS
of Orlando Inc.
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

SHEET 1 OF 1

CERTIFICATE OF CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____.

File No. _____

MARYANNE MORSE
CLERK OF THE COURT
in and for Seminole County

PLAT
BOOK PAGE

CULBRETH SUBDIVISION (A REPLAT)

KNOW ALL BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicates TRACT "A", as shown hereon, to the perpetual use of the public.

IN WITNESS WHEREOF, The undersigned has here-unto set his hand on this _____ day of _____, 2007.

OWNER: _____
Darryl Culbreth

SIGNED IN THE PRESENCE OF:

_____ _____

_____ _____

STATE OF FLORIDA, COUNTY OF ORANGE

THIS IS TO CERTIFY, That on this ___ day of _____, 2007, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared Darryl Culbreth, personally known to me or produced the following identification: _____ and (did) (did not) take an oath that he the person described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

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

_____
NOTARY PUBLIC

Dated: _____

JOYCE A DIBLEE
Commit# DD600864
Expires 2/23/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc.

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

_____ _____
Chairman of the Board Clerk of the Board

CERTIFICATE OF REVIEW BY COUNTY SURVEYOR

I have reviewed this Plat and find it to be in conformity with Chapter 177 Florida Statutes.

_____
STEVE L. WESSELS
PLS Registration #4589

Dated: _____

CERTIFICATE OF SURVEYOR

KNOW ALL BY THESE PRESENTS, that the undersigned, being a licensed and registered land surveyor, does hereby certify that on May 22, 2006, he completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed or shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Seminole County, Florida.

Dated: _____ Signed _____

LB #4475

James B. Bray, PSM 6507
Accuright Surveys of Orlando, Inc.
2012 East Robinson Street
Orlando, Florida 32803

EXHIBIT B

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement with the City of Casselberry for Animal Control Services

DEPARTMENT: Public Safety **DIVISION:** Animal Services

AUTHORIZED BY: Tad Stone **CONTACT:** Shelly Brubaker **EXT:** 5000

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Casselberry for the provision of animal control services and accept the transfer of the City of Casselberry's Animal Control inventory to the County to become effective upon signatures of all parties, or August 1, 2007, the latter of the two; and approve and authorize the Chairman to terminate the existing Interlocal Agreement dated October 23, 2001.

District 2 Michael McLean Tad Stone

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Interlocal Agreement between Seminole County and the City of Casselberry for the provision of animal control services and accept the transfer of the City of Casselberry's Animal Control inventory to the County to become effective upon signatures of all parties, or August 1, 2007, the latter of the two; and approve and authorize the Chairman to terminate the existing Interlocal Agreement dated October 23, 2001.

ATTACHMENTS:

1. Current Interlocal Agreement
2. City of Casselberry Animal Services Resolution
3. New City of Casselberry Interlocal Agreement
4. Inventory

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

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into this 23 day of Oct., 2001, 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 the "COUNTY," and the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY".

W I T N E S S E T H:

WHEREAS, *Chapter 163, Florida Statutes, Section 163.01, Florida Interlocal Cooperation Act of 1969, subsection 163.01(4)*, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida, any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and

WHEREAS, *Chapter 163, Florida Statutes, subsection 163.01(5)*, provides that a joint exercise of power by such public agencies shall be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and CITY are "public agencies" within the meaning of *Chapter 163, Florida Statutes, Section 163.01*; and

WHEREAS, the COUNTY, under Chapter 20 of the Seminole County Code, provides shelter, impoundment, licensing and other animal control services for the unincorporated portion of Seminole County; and

WHEREAS, the CITY, lacking facilities and personnel to provide its citizens with certain animal control services desires the COUNTY's assistance in providing those services; and

WHEREAS, the COUNTY finds that the public health, safety and welfare will be served through the provision of certain animal control services to the CITY,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Obligations of CITY and COUNTY.

(a) The COUNTY agrees to accept, shelter, impound and otherwise service all animals brought to its Animal Services Division by the CITY's Animal Control Officers or by citizens of the CITY. The CITY and/or any citizen of the CITY bringing an animal to the COUNTY for services, pursuant to Chapter 20 of the Seminole County Code, shall be required to pay to the COUNTY such fees as are set forth in Resolution 2001-R-71 or in such fee resolution as shall succeed Resolution 2001-R-71 from time to time.

(b) The COUNTY shall be empowered to issue animal licenses, pursuant to the provision of Chapter 20 of the Seminole County Code, upon request of the CITY or citizens of the CITY. The CITY and/or any citizen of the CITY requesting an animal license shall be required to pay to the COUNTY such fees as set forth in Resolution 2001-R-71 or in such fee resolution as shall succeed Resolution 200-1R-71 from time to time.

(c) The COUNTY shall not be obligated to enter into the geographical limits of the CITY to take custody of animals or perform any other animal control activities within the boundaries of the CITY.

Section 3. Duties and Level of Service. No officer or department of COUNTY shall perform for CITY any function not within the scope of duties of such officer or department in performing the same kind of

services for COUNTY. Except as otherwise hereinafter provided for, the level of service shall be the same basic level of service that is and shall be hereafter, during the term of this Agreement, provided by COUNTY, pursuant to Chapter 20 of the Seminole County Code. Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain in COUNTY. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the County Manager of COUNTY shall be final and conclusive subject to subsequent termination of this Agreement by the CITY as hereinafter provided.

Section 4. Employee Status.

(a) Persons employed by the COUNTY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workmens' compensation, unemployment compensation, civil service or other employee rights or privileges, granted by the operation of law or by CITY to its officers and employees.

(b) CITY shall assume no liability for the payment of salary, wages, or other compensation or entitlements to officers, agents, or employees of COUNTY performing services hereunder, as provided in this Agreement.

(c) CITY shall not be liable for compensation of indemnity to officers or employees of COUNTY or others for injury or illness arising out of performance of this Agreement.

Section 5. Cooperation. To facilitate performance under this Agreement, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees.

Section 6. Liability. Neither party, their officers and employees, shall be deemed to assume any liability for the acts, omissions and negligence of the other party.

Section 7. Term. This Agreement shall become effective upon signature by both parties and shall run for a period of one (1) year thereafter. This Agreement shall be automatically renewed for additional one (1) year periods unless either party elects to terminate as provided herein.

Section 8. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

Section 9. Compliance with Local and State Laws. The CITY and the COUNTY shall comply with applicable State and local laws, regulations and ordinance, which by reference are hereby incorporated as if fully set forth herein, including but not limited to, the following:

(a) *Chapter 112, Florida Statutes* - Concerning conflicts of interest.

(b) Any and all laws, rules and regulations relating to the matters set forth or implied in this Agreement.

Section 10. Assignments. Neither party shall assign the Agreement nor any interest herein without the prior written consent of the other party.

Section 11. 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 12. Notice.

Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Animal Services Manager
232 Bush Boulevard
Sanford, Florida 32773

For CITY:

Jack M. Schluckebier, City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

Section 13. Severability. If any one or more of the covenants or provisions of the 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.

Section 14. Conflict of Interest.

(a) The CITY 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 CITY 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 CITY 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 CITY 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.

Section 15. 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 the Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

ATTEST:

Thelma McPherson
Thelma McPherson, City Clerk

CITY OF CASSELBERRY

By: Bruce A. Pronovost
BRUCE A. PRONOVOST, Mayor

Date: October 8, 2001

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/lk
9/27/01
casselberry-animal control

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
DICK VAN DER WEIDE, Chairman

Date: 10/23/2001

As authorized for execution by
the Board of County Commission-
ers at their 10-23,
2001, regular meeting.

RESOLUTION **07-1798**

"A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND SEMINOLE COUNTY ALLOWING FOR SEMINOLE COUNTY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY LIMITS OF CASSELBERRY; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE."

WHEREAS, the City of Casselberry wishes to enter into an Agreement with Seminole County to provide animal control services within the city limits of Casselberry.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. That the Agreement, as set forth in Exhibit A, is attached hereto and incorporated herein by reference, between the City of Casselberry and Seminole County.

SECTION II. The Mayor of the City of Casselberry is hereby authorized to execute said Agreement for and on behalf of the City of Casselberry.

SECTION III. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION IV. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effects of any other Section or part of this Resolution.

SECTION V. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 25th Day of June, 2007

ATTEST:

Thelma McPherson
City Clerk

Bob Goff
Mayor

INTERLOCAL AGREEMENT
SEMINOLE COUNTY / CITY OF CASSELBERRY

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the BOARD OF COUNTY COMMISSIONERS of SEMINOLE COUNTY, FLORIDA, 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 the CITY OF CASSELBERRY, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY," both of whom understand and agree as follows.

W I T N E S S E T H

WHEREAS, the parties hereto have the common power to regulate and control animals within their respective geographic jurisdictions; and

WHEREAS, CITY desires that Chapter 20 of the Seminole County Code, "Animals and Fowl," be applicable within its geographic boundaries; and

WHEREAS, CITY has no ordinance in effect in conflict with Chapter 20 of the Seminole County Code; and

WHEREAS, COUNTY is agreeable to administering and enforcing Chapter 20 of the Seminole County Code within the geographic boundaries of CITY; and

WHEREAS, Chapter 163, Florida Statutes, Section 163.01, the Florida Interlocal Cooperation Act of 1969, subsection 163.01(4), provides that public agencies of the State of Florida may exercise

jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and

WHEREAS, Chapter 163, Florida Statutes, subsection 163.01(5) provides that a joint exercise of power by such public agencies shall be made by contract in the form of an interlocal agreement; and

WHEREAS, both COUNTY and CITY are "public agencies" within the meaning of Chapter 163, Florida Statutes, Section 163.01.

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:

SECTION 1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the applicability and enforcement of Chapter 20, Seminole County Code, within the geographic boundaries of CITY.

SECTION 2. ADMINISTRATIVE AGENT. COUNTY is designated as the party to administer this Agreement by and through its departments and officers.

SECTION 3. SERVICES PROVIDED. The services to be provided pursuant to this Agreement by COUNTY shall be as specified in Chapter 20 of the Seminole County Code as said Chapter may from time to time be amended.

SECTION 4. SERVICES TO BE PROVIDED AT NO COST. COUNTY hereby agrees to provide the aforementioned services at no cost to CITY, and CITY hereby agrees to authorize COUNTY and its designated officers and

agents to enter into the geographical limits of CITY for the purpose of taking custody of animals, impounding said animals in the facilities of COUNTY, and performing any and all other acts set forth in Chapter 20, Seminole County Code.

SECTION 5. DUTIES AND LEVELS OF SERVICE. No officer or department of COUNTY shall perform for CITY any function not within the scope of the duties of such officer or department in performing the same kind of services for COUNTY. Except as otherwise hereinafter provided for, the level of services shall be the same basic level of services that is and shall be hereafter during the term of this Agreement provided by COUNTY within its geographic jurisdiction. Rendition of service, standards of performance, discipline of officers and employees, and other matters incident to performance of services and control of personnel shall remain with COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the County Manager of COUNTY shall be final and conclusive subject to subsequent termination of this Agreement by CITY as hereinafter provided.

SECTION 6. EMPLOYEE STATUS.

(a) Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil

service, or other employee rights or privileges granted by operation of law or by CITY to its officers and employees.

(b) CITY shall assume no liability for the payment of salary, wages, or other compensation or entitlements to officers, agents, or employees of COUNTY performing services provided for in this Agreement.

(c) CITY shall not be liable for compensation or indemnity to officers or employees of COUNTY or others for injury or illness arising out of performance of this Agreement.

SECTION 7. COOPERATION. To facilitate performance under this Agreement, COUNTY shall have full cooperation and assistance from CITY and its officers, agents, and employees.

SECTION 8. LIABILITY. Neither party, nor their officers and employees, shall be deemed to assume any liability for the acts, omissions, and negligence of the other party.

SECTION 9. TERM OF CONTRACT. This Contract shall become effective on the date mentioned above and shall run for a period ending September 30, 2008, and shall be automatically renewed for additional one (1) year periods unless either party elects to terminate as provided herein.

SECTION 10. TERMINATION. Either party may terminate this Agreement as of the first (1st) day of October of any year upon notice in writing to the other party of not less than three (3) calendar months prior to the date of termination.

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

ATTEST:

Thelma McPherson

THELMA MCPHERSON
City Clerk

Approved as to form and
legal sufficiency.

Cath Reisch

CATHERINE REISHMANN
City Attorney

CITY OF CASSELBERRY

By: _____
BOB GOFF
Mayor

Date: June 25, 2007

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
5/30/07
P:\Users\jroyal\Interlocal Agreements\City of Cassleberry-Animal Control Services.doc

Itemized inventory

Traps

Bobcat Traps	4	
Large Dog Traps	4	
Raccoon/ Cat Traps	33	
Squirrel Traps	10	
Euthanasia Cage	1 large	1 Small
Pigeon Cage	1	
Transfer cages	4	
Total	**56**	**1**

Carriers

Large Hurricane	20
Ex-Large	9
Large	13
Medium	20
Small	11
Ex-Small	10
Total	**83**

Euthanasia

Syringe Poles	2
3cc.syringes	3 boxes
10 cc syringes	1 Box

Chemical Capture

Dart Gun	1
Blow Gun	1
Rifle	1
Supplies	1 Box

Leashes

O- rings	150
Clip	10
Total	**160**

Catch Poles	7
Cat Tongs	2
Snake Tongs	2
Rubber Boots	4 Pr.
nets	4
Snappy Snares	4
Litter Pans	51
Dog Bowls	13
Cat bowls	60

metal water pales	26
Ferret Cage	1
metal cages	32
blanket/carpet pieces	50-60
Avid Scanner	2
Kitten Cage	1

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Easement from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the Wekiva Park Drive Project

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Rolando Raymundo **EXT:** 5715

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Easement Number 3107 from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Seminole County for the Wekiva Park Drive Project.

District 5 Brenda Carey Jerry McCollum

BACKGROUND:

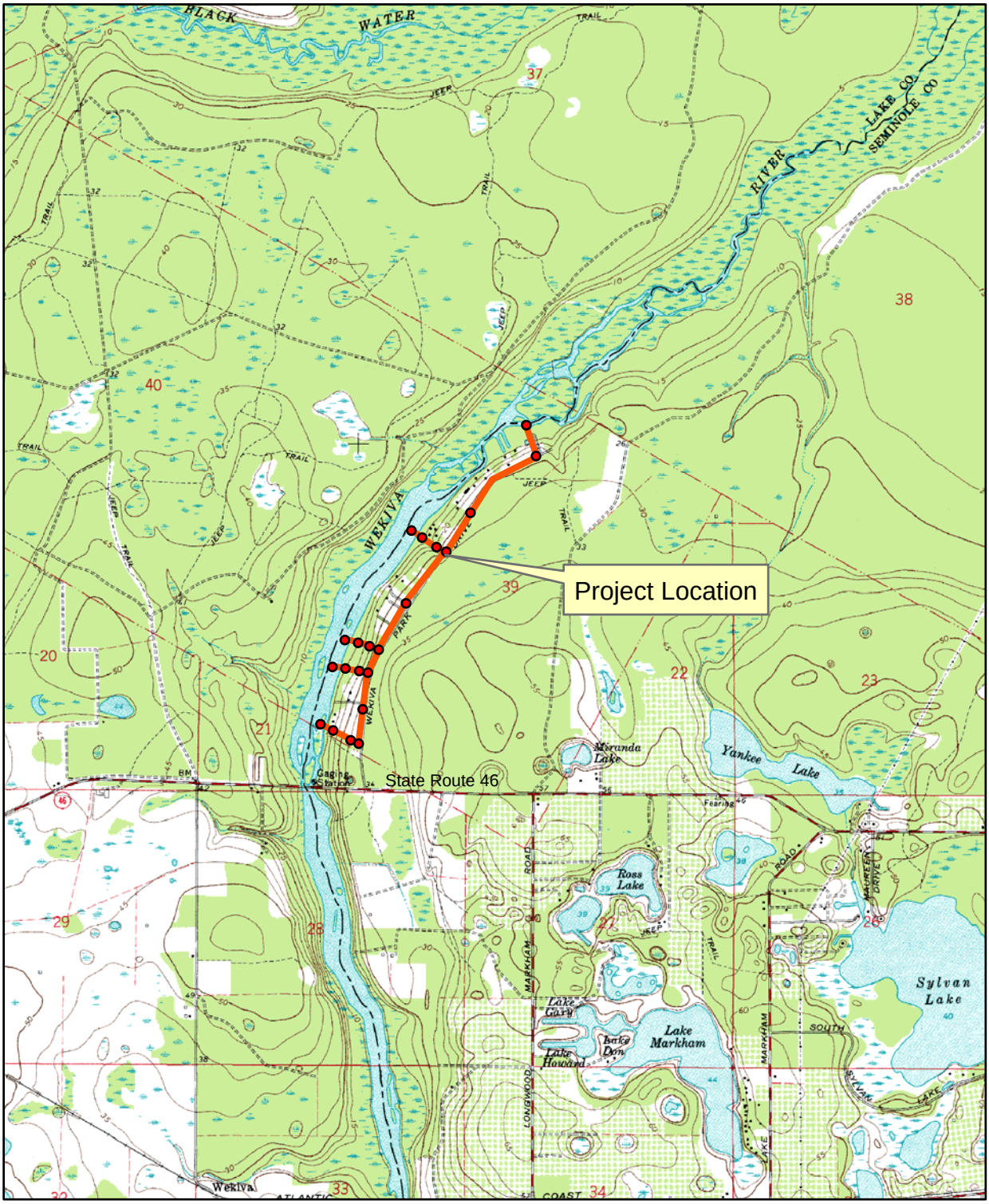
The banks of an existing outfall canal from Wekiva Park Drive along a property known as Katie's Landing are eroding and transporting sediments to the Wekiva River. The Wekiva Park Drive stormwater project will correct the erosion and sedimentation problem by reconstructing the canal, stabilizing the bank, reducing potential flooding to the adjacent residents, and will provide access for regular maintenance. The majority of the canal is within the boundaries of State Park property, which is owned by the State of Florida. The easement is necessary to construct and maintain the project. (CIP Number 209106)

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute Easement Number 3107 from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to Seminole County for the Wekiva Park Drive Project.

ATTACHMENTS:

1. Location Map
2. Easement Number 31707

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)



G:\6116\46308\GIS\WP_Location.mxd

Wekiva Park Drive Stormwater Improvements

CDM

Figure 1
USGS Location Map

OAE1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 31707

THIS EASEMENT, made and entered into this _____ day of _____ 20___, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and SEMINOLE COUNTY, FLORIDA hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the State of Florida Department of Environmental Protection, Division of Recreation and Parks, under Lease Number 2950; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for installation and maintenance of a drainage outfall canal and

WHEREAS, the managing agency has agreed to the proposed use of this land under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Seminole County, Florida, to-wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. TERM: The term of this easement shall be for a period of fifty years commencing on _____ and ending on _____ with no option for renewal, unless sooner terminated pursuant to the provisions of this easement.

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the installation and maintenance of a drainage outfall canal upon and across the property described in Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further

retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE'S operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to

inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any

lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. TIME: Time is expressly declared to be of the essence of this easement.

15. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

21. SPECIAL CONDITIONS: The following special conditions shall apply to this easement and actions by GRANTEE:

(a) Fence the northern side of the easement boundary from Wekiva Park Drive to the Wekiva River and fence the western side of the easement running south along the river from the new fence to the Wekiva Springs State Park boundary using six foot chain link fencing;

(b) Remove all debris, trees, limbs, vegetation and soil accumulated as a result of the GRANTEE's activities in Wekiva Springs State Park;

(c) Clean and mow the easement area and remove all exotic plant species from the easement area on a schedule to be reviewed and approved by the park manager of Wekiva Springs State Park;

(d) Provide keys to the easement area to the park staff so that the park staff can have access to the easement area at all times; and

(e) Coordinate with and obtain approval of the park manager of Wekiva Springs State Park before undertaking any construction, maintenance or repair activity in the easement area.

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By: _____ (SEAL)
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Witness

_____
Print/Type Witness Name

_____
Witness

_____
Print/Type Witness Name

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

SEMINOLE COUNTY, FLORIDA
By its Board of County Commissioners

_____ By: _____
Witness

_____ _____
Print/Type Name Print/Type Name

_____
Witness Title: _____

_____
Print/Type Name (OFFICIAL SEAL)

"GRANTEE"

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__, by _____, as _____, on behalf of the Board of County Commissioners of Seminole County, Florida. He/she is personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

SCHEDULE "A"

PURPOSE : PROPOSED EASEMENT

Description :

A portion of Lot 21, A Replat of Wekiva Camp Sites as recorded in Plat Book 9, Pages 19–21, Public Records of Seminole County, Florida, being more particularly described as follows :

Commence at the most Southerly corner of said Lot 21; thence N 34°51'00" E along the Easterly line of said Lot 21 a distance of 40.02 feet; thence N 55°07'01" W along a line that is 40.00 feet Northeasterly of and parallel to the Southerly line of said Lot 21 a distance of 15.32 feet to the Point of Beginning; thence continue N 55°07'01" W along said line 40.00 feet Northeasterly of and parallel to said Southerly line a distance of 514.69 feet; thence S 34°52'47" W a distance of 14.52 feet to a point on the Northeasterly line of Easement No. 2 a described in Official Records Book 4292, Pages 853–857, Public Records of Seminole County, Florida; thence along the Northeasterly line of said Easement No. 2 the following courses and distances : S 51°02'48" E a distance of 10.29 feet; thence S 51°56'40" E a distance of 56.33 feet; thence S 44°37'58" E a distance of 25.00 feet to the point of curvature of a curve, concave Southwesterly, having a central angle of 43°35'44" and a radius of 43.03 feet; thence Southeasterly along the arc of said curve and along said Northeasterly line a distance of 32.74 feet to a point on the Southerly line of said Lot 21 (chord bearing and distance between said points being S 22°50'06" E 31.96 feet); thence S 55°07'01" E along said Southerly line a distance of 112.45 feet to a point on the Northeasterly line of Easement No. 1 per said Official Records Book 4292, Pages 853–857; thence along the Northeasterly line of said Easement No. 1 the following courses and distances : S 63°00'34" E a distance of 78.54 feet; thence S 63°03'37" E a distance of 43.69 feet; thence S 64°25'00" E a distance of 38.33 feet; thence S 64°58'43" E a distance of 69.84 feet; thence S 60°12'13" E a distance of 56.66 feet to the Point of Beginning.

Containing 12,373 square feet more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the Easterly line of Lot 21, A replat of Wekiva Camp Sites, Plat Book 9, Pages 19–21, Public Records of Seminole County, Florida, being N 34°51' 00" E.
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.
3. Not valid without the signature and raised seal of a Florida licensed surveyor and mapper.

NOT VALID WITHOUT SHEET 2

DESCRIPTION	Date: 06/26/2006 KR	CERT. NO. LB2108 50104011
FOR Camp, Dresser & McKee, Inc.	Job No.: 50104 / Scale: 1"=100'	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 B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

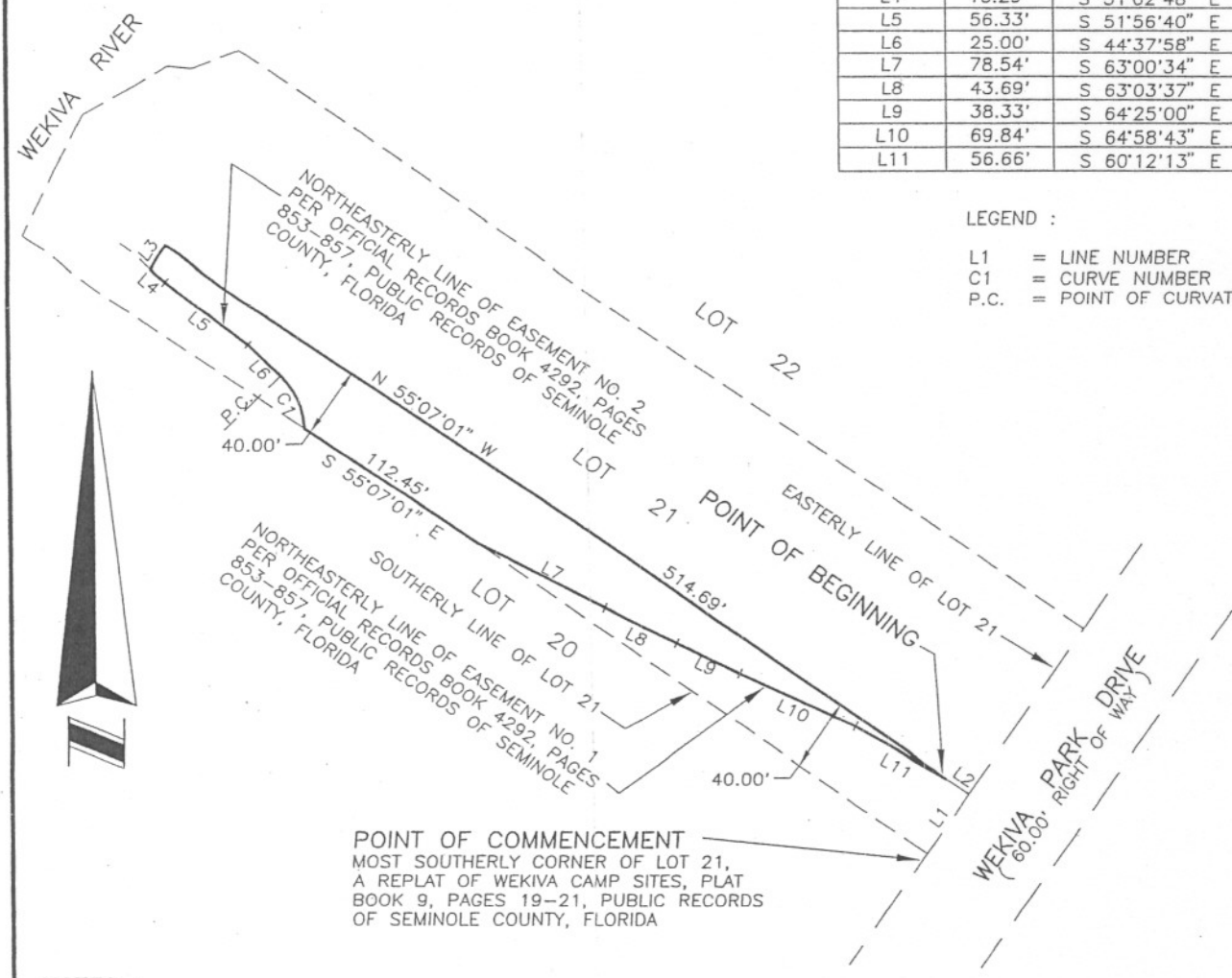
SKETCH OF DESCRIPTION
PROPOSED EASEMENT

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	32.74'	43.03'	17.21'	31.96'	S 22°50'06" E	43°35'44"

LINE TABLE		
LINE	LENGTH	BEARING
L1	40.02'	N 34°51'00" E
L2	15.32'	N 55°07'01" W
L3	14.52'	S 34°52'47" W
L4	10.29'	S 51°02'48" E
L5	56.33'	S 51°56'40" E
L6	25.00'	S 44°37'58" E
L7	78.54'	S 63°00'34" E
L8	43.69'	S 63°03'37" E
L9	38.33'	S 64°25'00" E
L10	69.84'	S 64°58'43" E
L11	56.66'	S 60°12'13" E

LEGEND :

L1 = LINE NUMBER
C1 = CURVE NUMBER
P.C. = POINT OF CURVATURE



POINT OF COMMENCEMENT
MOST SOUTHERLY CORNER OF LOT 21, A REPLAT OF WEKIVA CAMP SITES, PLAT BOOK 9, PAGES 19-21, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

NOTES :

NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 1.

THIS IS NOT A SURVEY

1" =100'
GRAPHIC SCALE
0 50 100 200

Drawing No. 50104011
Job No. 50104
Date: 06/26/2006
SHEET 2 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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution - Airspace Agreement and Addendum between the State of Florida Department of Transportation and Seminole County for Construction and Maintenance of the General Hutchison Pedestrian Overpass Conveying the Cross Seminole Trail Across US Highway 17/92

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Al Collock **EXT:** 5655

MOTION/RECOMMENDATION:
Adopt Resolution and authorize the Chairman to execute an Airspace Agreement and Addendum with the Florida Department of Transportation for construction and maintenance of the General Hutchison Pedestrian Overpass conveying the Cross Seminole Trail across US Highway 17/92 at General Hutchison Parkway.

District 2 Michael McLean
District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

The Florida Department of Transportation requires a Resolution adopted by the Board of County Commissioners along with an executed Airspace Agreement and Addendum for construction and maintenance of the pedestrian bridge across US Highway 17/92 connecting to the Cross Seminole Trail at General Hutchison Parkway. (CIP Number 229202)

STAFF RECOMMENDATION:

Staff recommends the Board adopt the Resolution and authorize the Chairman to execute an Airspace Agreement and Addendum with the Florida Department of Transportation for construction and maintenance of the General Hutchison Pedestrian Overpass conveying the Cross Seminole Trail across US Highway 17/92 at General Hutchison Parkway.

ATTACHMENTS:

1. Location Map
2. Airspace Agreement and Addendum
3. Resolution

Additionally Reviewed By:

☑ County Attorney Review (Matthew Minter)

CST 17-92 Overpass Location Map

N RONALD REAGAN BLVD

GOLDEN BIRCH LN

Cross Seminole Trail Phase 1B

HIGH ST

VALENTINE WAY

US 17-92 Overpass

OSPREY TRL

GENERAL HUTCHISON PKWY

Cross Seminole Trail Phase 1A

N US 17-92

GALSTON DR

FALKIRK DR

ELGIN DR

DUNBAR DR

SHEOAH CIR

STIRLING DR

DUNBAR TER

DUNDEE DR

BUCKIE DR

KILT CT

BLADES CT

GLASGOW CT

SR 419

RAVEN AVE

CANARY ST

SHEPARD RD

TANGLEWOOD RD

SUNBURY DR

SHEOAH BLVD

SHEPARD RD

AIRSPACE AGREEMENT

ITEM/SEGMENT NO.: 77010
MANAGING DISTRICT: Five
F.A.P. NO.: _____
STATE ROAD NO.: 15/600 (US 17/92)
COUNTY.: Seminole
PARCEL NO.: _____

THIS **AGREEMENT,** made this _____ day of _____, _____, between Seminole County at _____ (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

W I T N E S S E T H :

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of US 17/92 (SR 15/600) which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace above or below gradeline of the property described in Exhibit "A", attached and made a part hereof for the following purpose: Construct and maintain a pedestrian bridge (overpass), AKA General Hutchinson Pedestrian Overpass, across US 17/92 in Sec. 28, T20S, R30E.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of fifty (50) years beginning with the date of this Agreement. One renewal of this Agreement may be made for fifty (50) years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each ○ month ○ quarter ○ year on or before the first day of each rent payment period, N/A plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: N/A

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

b. The Lessee's proposed use of the airspace is as follows: Construct and maintain a pedestrian bridge over US 17/92. The bridge (overpass) will connect with the Cross Seminole Trail.

c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the airspace.

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.
Note: No longer required for local governments.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than _____ ($ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than (Seminole County - self insured) ($ 0.00) for property damage, or a combined coverage of not less than _____ ($ 0.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department as additional named insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

a. This Agreement may be terminated by either party without cause upon sixty (60) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The airspace and Lessee's rights under this Agreement shall not be transferred, assigned, or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: _____

Attest: _____

Name/Title: _____

Legal Review:

_____
District Counsel

Name: _____

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 only.

_____
County Attorney

77010 - AIRSPACE AGREEMENT

US HIGHWAY 17/92 PEDESTRIAN OVERPASS
CONNECTING CROSS SEMINOLE TRAIL
AKA GENERAL HUTCHISON PEDESTRIAN OVERPASS

ADDENDUM

This is an Addendum to that certain Airspace Agreement between Seminole County

and The State of Florida Department of Transportation dated the _____ day of _____, _____.
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

(SEE ATTACHED ADDENDUM)

_____
LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: _____

Attest: _____

Name/Title: _____

Legal Review:

_____
District Counsel

Name: _____

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

ADDENDUM / 77010 – AIRSPACE AGREEMENT

US HIGHWAY 17/92 PEDESTRIAN OVERPASS
CONNECTING CROSS SEMINOLE TRAIL
AKA GENERAL HUTCHISON PEDESTRIAN OVERPASS

ADDENDUM

1. All improvements shall be designed and constructed in accordance with construction plans and specifications approved by the Department and consistent with the requirements of the Department and, if necessary, the Federal Highway Administration. Said plans shall include an appropriate plan for maintenance of traffic. The Lessee shall assure that a load rating is submitted on any vehicular bridges prior to the final submission of the structure plans for Department review. Structures shall not be opened to traffic until the Lessee has a signed and sealed final bridge load rating that meets the requirements for all Florida legal loads completed.

2. Lessee shall have the affirmative responsibility to locate all existing utilities, both arterial and underground. All of the utility locations shall be represented on the construction plans, including plan view and cross-sections. All utility conflicts shall be fully resolved directly with the applicable utility. Lessee shall be obligated to design around any utility installation for which the conflict cannot be resolved. If Lessee desires to relocate existing utilities to accommodate Lessee's facilities, the Lessee shall be responsible for making all arrangements directly with the affected utility, including, but not limited to, obtaining an FDOT utility permit for each utility to be relocated. Lessee acknowledges that any relocation will be subject to the voluntary cooperation of the utility and Lessee may have to bear the expense of the relocation.

3. The work performed may require authorization, under the Clean Water Act, by the U.S. Environmental Protection Agency for storm water discharges from construction sites. Lessee is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the bridge. This Airspace Agreement shall constitute the existence of a sufficient interest for Lessee to obtain all permits in Lessee's name.

4. The Department shall appoint and authorize a single individual to serve as the Department's representative to coordinate and manage the Department review of Lessee activities pursuant to this Agreement. The individual shall have the authority to act on behalf of the Department in all matters relative to this Agreement, and his or her approval shall be binding on the Department. Lessee shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work. The representative for this project is as follows: Suzanne Phillips (386-943-5224). Lessee shall provide the Department with a contact name and phone number for reporting deficiencies that may be discovered during the service life of the structure. Lessee's contact is as follows: _____.

5. Lessee shall perform all required testing associated with the design and construction of the necessary improvements in accord with Department standards and requirements. Lessee shall, as directed by the Department representative, procure independent assurance testing. Said testing results shall be provided to the Department representative. The Department shall have the right, but not the obligation, to perform such independent testing from time to time during the course of the construction.

6. Lessee shall utilize only a Department pre-qualified prime contractor ("Contractor") and a Department qualified construction engineering and inspection firm ("CEI") to perform the work.

7. Lessee shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the

Department; provided, however, in the event of an emergency, Lessee shall immediately make any necessary changes and notify the Department after the modifications.

8. The Department may request and shall be granted a conference with Lessee and, at Lessee's option, Lessee's CEI firm, to discuss any part of the work that the Department determines to be inconsistent with the previously approved design plans or the Department's specifications. After such a meeting, if the Department determines that construction activities are being performed inconsistent with these standards, the parties will follow the following process: (1) The Department will notify Lessee of its determination of inconsistency, specifying the inconsistencies; (2) within seven days of such notification, Lessee will develop a proposed corrective action with a time frame for accomplishing same; (3) Lessee will monitor the corrective action and provide the Department status reports at such intervals as are reasonable based on the corrective action undertaken; (4) The Department may, but is not obligated to, review independently the progress of the corrective action; (5) if the Department determines the corrective action is not being done sufficiently, it shall notify Lessee in writing that the operation will cease within seventy-two hours and (6) Lessee will stop all work within such seventy-two hours until an acceptable resolution is reached. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, issue an immediate stop work order.

9. Lessee shall have the continuous obligation to monitor the maintenance of traffic and construction operations during the course of the work so that the safe and efficient movement of the traveling public is maintained. Lessee is further obligated to make such changes to the maintenance of traffic plan as may be necessary. During construction, Lessee shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, the Department's Standard Specifications for Road and Bridge Construction, the Department's Design Standards, and the Department's Plans Preparation Manual as those sources may be amended from time to time. Lessee may assign the responsibility of this paragraph to the Contractor or its CEI for the construction of the road improvements.

10. Construction shall be completed within two and one-half years of the date of issuance of the execution of this Agreement.

11. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by Lessee.

12. Upon completion of the work in accord with the Plans, Lessee shall furnish a set of "as-built" plans certified by the Engineer that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, or otherwise conform to or meet generally accepted professional practices. In addition, Lessee shall, at such time, provide the Department with such other construction records from the project as the Department may request (such as pile driving records, bridge load rating records, density log book, etc.).

13. In the event contaminated soil is encountered by the Lessee or anyone within the Department right of way, the Lessee shall immediately cease work and notify the Department. The Department shall coordinate with the appropriate agencies and notify the Lessee of any required action related thereto.

14. Lessee shall be the owner and maintainer of any improvements. The Lessee shall be responsible for having any bridge structures inspected by qualified inspectors per Florida Statutes. These inspections are to be recorded in the Department's bridge inventory database (currently Pontis). The Lessee shall be responsible for a post-construction inspection of any bridge structure by a qualified inspector that is also recorded in the Department's bridge inventory database.

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 14th DAY OF August, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the Construction and Maintenance of the pedestrian bridge across US Highway 17/92 connecting to the Cross Seminole Trail at General Hutchison Parkway; and

WHEREAS, The State of Florida Department of Transportation requires Seminole County to execute and deliver to the State of Florida Department of Transportation an Airspace Agreement and Addendum for the construction and maintenance of the pedestrian bridge across US Highway 17/92 connecting to the Cross Seminole Trail at General Hutchison Parkway.

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 Airspace Agreement and Addendum for the pedestrian bridge across US Highway 17/92 connecting to the Cross Seminole Trail at General Hutchison Parkway.

ADOPTED THIS 14th DAY OF August, 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 GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution - Locally Funded Reimbursement Agreement - Supplemental Amendment Number 2 Between Seminole County and the Florida Department of Transportation for Construction of US Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Antoine Khoury **EXT:** 5768

MOTION/RECOMMENDATION:
Adopt Resolution and authorize the Chairman to execute a Locally Funded Reimbursement Agreement – Supplemental Amendment Number 2 with the Florida Department of Transportation for construction of US Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard (FDOT Financial Management Number 414779-1-58-01).

District 4 Carlton D. Henley Jerry McCollum

BACKGROUND:

The Florida Department of Transportation (FDOT) Joint Participation Agreement Supplemental Amendment Number 1 provided additional funding for construction of the US Highway 17/92 Project from the Orange County Line to Lake of the Woods Boulevard. Seminole County received construction bids for this project which were higher than the $8 million dollars provided in the original Local Agency Program (LAP) Agreement. The shortfall in funding is approximately $6 million, which the County and FDOT agreed to share equally. This Supplemental Amendment Number 2 to the LAP states FDOT will include the FDOT $3 million share of the project shortfall in their Fiscal Year 2009/2010 Budget allocations. They will reimburse Seminole County that amount in ten (10) equal quarterly payments beginning in the FDOT's Fiscal Year 2009/2010 This additional future reimbursement has been included in multi-year projections updated in coordination with Fiscal Services.

STAFF RECOMMENDATION:

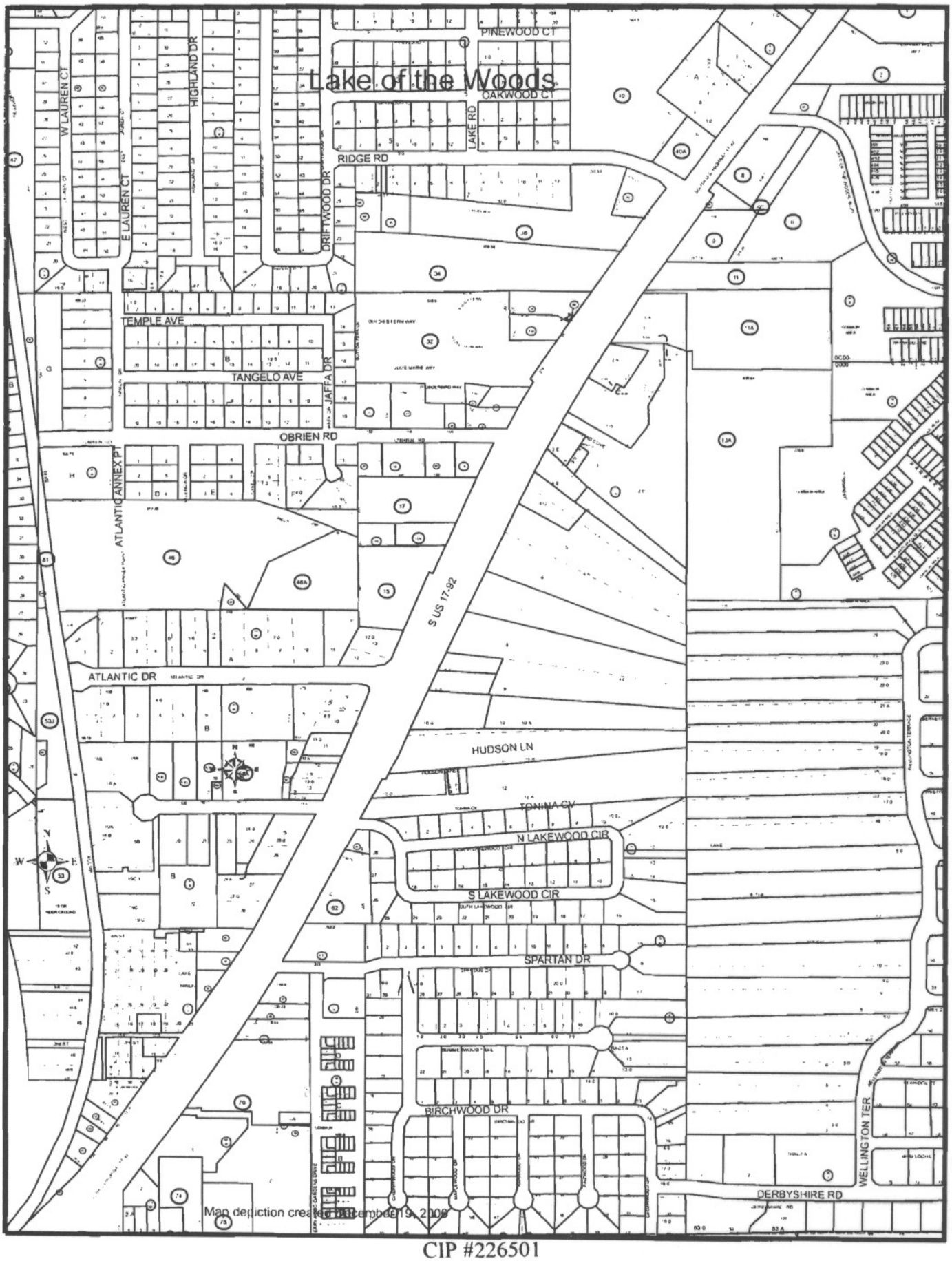
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a Locally Funded Reimbursement Agreement – Supplemental Amendment Number 2 with the Florida Department of Transportation for the construction of US Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard (FDOT Financial Management Number 414779-1-58-01). (CIP Number 226501)

ATTACHMENTS:

1. Location Map
2. Resolution
3. Supplemental Amendment Number 2
4. Supplemental Amendment Number 1
5. Locally Funded Reimbursement Agreement

Additionally Reviewed By:

- [x] Budget Review (Fredrik Coulter, Lisa Spriggs)
- [x] County Attorney Review (Matthew Minter)
- [x] Grant Review (Jennifer Bero, Lisa Spriggs)


Lake of the Woods
PINEWOOD CT
OAKWOOD CT
LAKE RD
RIDGE RD
W LAUREN CT
E LAUREN CT
HIGHLAND DR
DRIFTWOOD DR
TEMPLE AVE
TANGELO AVE
JAFFA DR
OBRIEN RD
ATLANTIC ANNEX PT
ATLANTIC DR
S US 17-92
HUDSON LN
TONINA CV
N LAKEWOOD CIR
S LAKEWOOD CIR
SPARTAN DR
BIRCHWOOD DR
WELLINGTON TER
DERBYSHIRE RD
Map depiction created December 19, 2008

CIP #226501

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 14th DAY OF August, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the construction of US Highway 17/92 Project from the Orange County Line to Lake of the Woods Boulevard in the Fern Park area; 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 Locally Funded Reimbursement Agreement – Supplemental Amendment Number 2 for the US Highway 17/92 Project – (FDOT/Financial Management Numbers 414779-1-58-01 & 414779-1-A8-01).

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 Locally Funded Reimbursement Agreement - Supplemental Amendment Number 2 for the aforementioned project, (FDOT/Financial Management Numbers 414779-1-58-01 & 414779-1-A8-01.

ADOPTED THIS 14th DAY OF August, 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCALLY FUNDED REIMBURSEMENT AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 2

EXECUTION DATE:_____

Financial Management Number:	**Fund: LFR & DDR Function: 119**	**FLAIR Approp: 088849**
414779-1-58-01 & 414779-1-A8-01	**Federal No.: N/A**	**SAMAS Obj.: 131521**
Agency: Seminole County		**Org. Code: 55053010541**
Contract No: AO768	**Catalog of Federal Domestic Assistance No.: NA**	**Vendor No.: F596000856065**

The terms of the original Locally Funded Reimbursement Agreement, executed on **November 14, 2005**, are hereby amended as follows:

The DEPARTMENT has agreed to fund an additional $3,000,000.00 in the DEPARTMENT'S fiscal year 2009/2010 for the construction phase of the US Hwy 17/92 project from the Orange County Line to Lake of the Woods Boulevard. The additional funding is subject to legislative approval and appropriation pursuant to Section 339.135(5), Florida Statutes. This is an Advance Reimbursement Agreement whereas the COUNTY has advanced the construction project and the DEPARTMENT will reimburse the COUNTY the additional funding beginning in the DEPARTMENT'S fiscal year that the project is programmed in its Adopted Work Program (2009/2010) as of the execution date of this supplemental amendment. The LOCAL GOVERNMENT will not invoice the DEPARTMENT for the additional funding until after July 1, 2009. Reimbursement will be made in ten (10) equal quarterly payments, up to the amount of costs incurred after the execution of this agreement. The DEPARTMENT will use its best efforts to ensure the PROJECT remains in the DEPARTMENT'S annual Adopted Work Program.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement including but not limited to, the terms of the reimbursement for the original $8,000,000.00, thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

By:_____
Name: Carlton D. Henley
Title: Chairman

Attest:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: George S. Lovett
Title: Director of Transportation Development

Attest:

_____
Executive Secretary (Seal)

Legal Review:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

JOINT PARTICIPATION AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1

EXECUTION DATE: 2-15-07

Financial Management Number: 414779-1-58-01	**Fund: LFR & DDR Function: 119**	**FLAIR Approp: 088849**
Agency: Seminole County	**Federal No.: N/A**	**SAMAS Obj.: 131521**
Contract No: AO768	**Catalog of Federal Domestic Assistance No.: NA**	**Org. Code: 55053010541**
		Vendor No.: F596000856065

The terms of the original Joint Participation Agreement, executed on **November 14, 2005**, are hereby amended as follows:

The DEPARTMENT has agreed to make its "best effort" to fund and to program an additional $3,000,000.00 in the DEPARTMENT'S Work Program in fiscal year 2009/2010 for the construction phase of the US Hwy 17/92 project from the Orange County Line to Lake of the Woods Boulevard. The additional funding is contingent upon being adopted during the next year Work Program development cycle after July 1, 2007, and legislative approval and appropriation pursuant to Section 339.135(5), Florida Statutes. This is an Advance Reimbursement Agreement whereas the COUNTY has advanced the construction project and the DEPARTMENT will reimburse the COUNTY the additional funding in ten (10) equal quarterly payments, up to the amount of costs incurred, beginning in the DEPARTMENT'S fiscal year 2009/2010 contingent upon being adopted in to the DEPARTMENT'S Work Program.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement including but not limited to, the terms of the reimbursement for the original $8,000,000.00, thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

By: Carlton Henley
Name: Carlton D. Henley
Title: Chairman

Attest:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: George S. Lovett
Name: George S. Lovett
Title: Director of Transportation Development

Attest: Nancy Landry
Executive Secretary (Seal)

Legal Review: Matthew G. Minter

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

RESOLUTION NO. 2007 - R - 19 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 23rd DAY OF JANUARY, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the construction of US Highway 17/92 Project from the Orange County Line to Lake of the Woods Boulevard in the Fern Park area; 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 Joint Participation Agreement Supplemental Amendment Number 1 for the aforementioned project (FDOT Financial Management Number 414779-1-58-01).

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 Joint Participation Agreement Supplemental Amendment Number 1 for the aforementioned project (FDOT Financial Management Number 414779-1-58-01).

ADOPTED THIS 23rd DAY OF JANUARY A. D., 2007.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY

Carlton D. Henley, Chairman

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

Original Draft: 3/15/2005
Revised: 7/26/2005

Financial Management Numbers:	**Fund: LFR & DDR Activity: 119**	**SAMAS Approp: 088849**
414779-1-58-01 & 414779-1-A8-01	**Federal Aid No. NA**	**SAMAS Obj: 131521**
Agency: Seminole County	**Catalog of Federal Domestic Assistance No: NA**	**Org. Code: 55053010541**
Contract No: A0768		**Vendor No.: F596000856065**

LOCALLY FUNDED REIMBURSEMENT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND SEMINOLE COUNTY

This **AGREEMENT**, made and entered into this 14th day of Nov., 2005, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH

WHEREAS, the parties have been granted specific legislative authority to enter into this agreement pursuant to Section 339.12, Florida Statues; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution/Minutes, a copy of which is attached hereto as Exhibit "B", and made a part hereof, has authorized its officers to execute this AGREEMENT on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described in Exhibit "A" attached hereto and by this reference made a part hereof, in the DEPARTMENT'S Fiscal Year 2008/2009, said project being known as FM#414779-1-58-01 and FM#414779-1-A8-01, Construction of US Highway 17/92 From the Orange County Line Northward to Lake of the Woods Boulevard, Seminole County, hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is not revenue producing and is contained in the adopted work program; and

WHEREAS, the implementation of the PROJECT is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to advanced the construction work for the PROJECT to Fiscal Year 2005/2006 and to perform the services to complete the PROJECT ;

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

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the later party to sign and shall continue in effect and be binding on the parties until the PROJECT is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements are made by the DEPARTMENT to the LOCAL GOVERNMENT. The LOCAL GOVERNMENT agrees to complete the construction phase of the PROJECT by August 31, 2007.

2. The LOCAL GOVERNMENT will perform all services necessary to complete the PROJECT, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of the PROJECT. Except as specifically stated otherwise in this Agreement, all such activities shall be performed at such times, in such manner, under such conditions, and pursuant to such standards as the LOCAL GOVERNMENT, in its sole discretion, deems appropriate. The DEPARTMENT shall not have any jurisdiction or control over the LOCAL GOVERNMENT activities, except as specifically stated in this Agreement.

3. In relation to the Construction Phase, the parties agree on the following:

(A) The LOCAL GOVERNMENT shall hire a contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the PROJECT.

(B) This agreement shall serve as a permit to allow the LOCAL GOVERNMENT access to the DEPARTMENT'S right-of-way to perform all necessary work as required under this agreement. The LOCAL GOVERNMENT shall give notice to the DEPARTMENT'S Project Manager before construction commences.

(C) The LOCAL GOVERNMENT'S Contractor shall be responsible for obtaining all necessary permits for this PROJECT.

(D) The LOCAL GOVERNMENT shall be responsible to ensure that the Construction work under this Agreement is performed in accordance with the approved construction documents and will meet all applicable DEPARTMENT standards.

(E) If the LOCAL GOVERNMENT utilizes its own work force for any services for the PROJECT, all costs and expenses thereof shall not be subject to reimbursement.

(F) Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the LOCAL GOVERNMENT and details thereof. Either party to the Agreement may request and be granted a conference.

(G) In the event the project costs for the construction exceeds $8,000,000.00 (Eight Million Dollars and No/100) as authorized in Paragraph four (4), then the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to complete the construction of the project.

(H) After construction is complete, the LOCAL GOVERNMENT shall provide As-Built plans for the PROJECT to the DEPARTMENT. Also, the LOCAL GOVERNMENT will be responsible for maintaining the landscaping, signals, lighting and other amenities (hardscape) that are part of this PROJECT.

4. The DEPARTMENT'S agreement to reimburse the LOCAL GOVERNMENT for its actual costs, excluding the LOCAL GOVERNMENT'S overhead, in accordance with Section 339.12 of the Florida Statutes and is subject to legislative approval and appropriation. The reimbursement is a Maximum Amount not to exceed $8,000,000.00 (Eight Million Dollars and No/100). Reimbursement will begin in the DEPARTMENT'S fiscal year (2008/2009) that the project is programmed in its Adopted Work Program as of the execution date of this agreement. The LOCAL GOVERNMENT will not invoice the DEPARTMENT until after July 1, 2008. The DEPARTMENT will use its best efforts to ensure the PROJECT remains in the DEPARTMENT'S annual Adopted Work Program. The DEPARTMENT agrees to request appropriation of said amounts from the Legislature prior to the fiscal year in question. Reimbursement will be made in ten (10) equal quarterly payments, up to the amount of costs incurred after the execution of this agreement and will be subject to the following terms and conditions:

(A) All reimbursements from the DEPARTMENT to the LOCAL GOVERNMENT set forth in Paragraph four (4) herein are conditioned upon the completion of the PROJECT in a manner consistent with the PROJECT construction plans by the LOCAL GOVERNMENT'S contractor;

(B) Within 30 days after completion of the work authorized by this Locally Funded Reimbursement Agreement, the LOCAL GOVERNMENT shall notify the

DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Substantial Compliance, signed and sealed by a Professional Engineer, Exhibit "C". The certification shall state that work has been completed in substantial compliance with the PROJECT construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(C) The LOCAL GOVERNMENT shall provide documentation of the final construction costs and the LOCAL GOVERNMENT has incurred the amount specified in paragraph four (4) for the construction performed under this agreement.

(D) Bills for fees or other compensation for services or expenses shall be submitted in detail (including the Notice of Completion, an Invoice Summary Sheet and supporting documentation to justify the charges) sufficient for a proper preaudit and postaudit thereof;

5. The LOCAL GOVERNMENT agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this PROJECT. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT for a period of five (5) years after final billing by the LOCAL GOVERNMENT to the DEPARTMENT, which audit may include but shall not necessarily be limited to, such verifications as to the amount and validity of all costs of the PROJECT. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

6. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services, unless the Agreement 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 payment is not made available within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, the DEPARTMENT shall be liable for a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the

invoice amount, to the participant. Interest penalties of less than one dollar ($1.00) will not be enforced unless the participant requests payment. Invoices, which have to be returned to a participant because of participant 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 Contractors/Vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

7. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use.

8. In the event this Agreement is in excess of twenty five thousand dollars ($25,000.00), or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "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 one 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 $25,000.00 and which have a term for a period of more than one year."

9. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the PROJECT, this Agreement may be terminated, which shall be effective upon either party giving notice to the other to that effect. The LOCAL GOVERNMENT may request from the DEPARTMENT that funds have been confirmed and approved.

10. Audits: The administration of resources awarded by the Department to the LOCAL GOVERNMENT 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, F.S., 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 LOCAL GOVERNMENT regarding such audit. The LOCAL GOVERNMENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by 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:

In the event that the recipient expends $300,000 ($500,000 for fiscal years ending after December 31, 2003) 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 to this agreement indicates Federal resources awarded through the Department by this agreement, if applicable. 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.

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.

If the recipient expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) 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. In the event that the recipient expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and 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).

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 nonstate entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $300,000 ($500,000 for fiscal years ending on September 30, 2004, and thereafter) 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, if applicable. 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 nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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.

If the recipient expends less than $300,000 in state financial assistance in its fiscal year ($500,000 for fiscal years ending on September 30, 2004, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $300,000 ($500,000) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate 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).

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 FDOT, 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

Copies of 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:

Florida Department of Transportation
Attn: Richard Grooms-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

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, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

In the event that a copy of the reporting package for an audit 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 directly to the following:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the 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 the following address:

Florida Department of Transportation
Attn: Richard Grooms-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation
Attn: Richard Grooms-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

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

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 the Department at the following address:

Florida Department of Transportation
Attn: Richard Grooms-Audit Analyst
719 South Woodland Blvd. MS-522
DeLand, Florida 32720

Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 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 reporting package was delivered to the recipient in correspondence accompanying the 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 five 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 working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

11. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement; provided, however, that the DEPARTMENT shall notify the

LOCAL GOVERNMENT in writing of its intent to cancel, along with reasons therefore, and the LOCAL GOVERNMENT shall have 30 days from receipt of notification to cure the defect.

12. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

14. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

FLORIDA DEPARTMENT OF TRANSPORTATION

Shirley Matthews
JPA Coordinator/MS 4-522
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5452
shirley.matthews@dot.state.fl.us

Amy Sirmans, P.E.
Project Manager/MS 542
719 South Woodland Boulevard
DeLand, Florida 32720-6834
PH: (386) 943-5544
amy.sirmans@dot.state.fl.us

LOCAL GOVERNMENT

Seminole County
Attn: Jerry McCollum, P.E.
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773
(407) 665-5651
JMccollum@seminolecountyfl.gov

15. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: 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 or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list 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 WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 14 day of Oct., 2005 and the DEPARTMENT has executed this Agreement this 14th day of November, 2005.

SEMINOLE COUNTY
By: Board of County Commissioners

By: Carlton Henley
Name: Carlton Henley
Title: Chairman to BCC

Attest:

~~Deputy~~ Clerk
(SEAL)

Legal Review:

Seminole County Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:
Name: Noranne Downs
Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Financial Provision Approved by
DEPARTMENT Comptroller on:

8-05-05

EXHIBIT "A"

SCOPE OF SERVICES FOR:

LFRA (Locally Funded Reimbursement Agreement) with Seminole County for Advanced Construction Project

FPN 414779-1-58-01

Seminole County wishes to advance the construction phase of the subject project to begin around January 2006. The County construction will consist of converting the existing 6-lane open drainage roadway section into a 6-lane urban section with curb and gutter and a closed drainage system. In addition, the project will provide bike lanes, 10-ft. wide pedestrian facilities, and a curbed median. The project will also consider the implementation of multi-modal amenities including street lighting, enhanced transit stops, and street prints.

After construction is complete, the County shall provide As-Built plans for the project to the Department. Also, the County will be responsible for maintaining the landscaping, signals, lighting and other amenities (hardscape) that are part of this project.

FDOT Cost Estimate: $8,000,000.00

EXHIBIT "B"

RESOLUTION/MINUTES

Financial Management Number: 414779-1-58-01

RESOLUTION NO. 2005 - R -190 **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 11th DAY OF October, A.D., 2005.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to advance the construction of US Highway 17/92 from the Orlando County Line northward to Lake of the Woods Boulevard; 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 the Locally Funded Reimbursement Agreement for said project known as FM#414779-1-58-01 and FM#414779-1-A8-01, Construction of US Highway 17/92 from the Orange County Line northward to Lake of the Woods Boulevard.

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 Locally Funded Reimbursement Agreement for the aforementioned project, FM#414779-1-58-01 and FM#414779-1-AI-01.

ADOPTED THIS 11th DAY OF October A. D., 2005.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

Carlton D. Henley, Chairman

BK0328 PG0177

EXHIBIT "C"
NOTICE OF COMPLETION

LOCALLY FUNDED REIMBURSEMENT AGREEMENT
Between
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and SEMINOLE COUNTY

PROJECT DESCRIPTION: Construction of US Highway 17/92 from the Orange County Line to Lake of the Woods Boulevard in Seminole County.

FINANCIAL MANAGEMENT ID#: 414779-1-58-01

In accordance with the Terms and Conditions of the LOCALLY FUNDED REIMBURSEMENT AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 200__.

SEMINOLE COUNTY

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE

In accordance with the Terms and Conditions of the LOCALLY FUNDED REINBURSEMENT AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in substantial compliance with the PROJECT construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification.

SEAL:

By: _____, P.E.

Name: _____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure/Payroll Lists; 2006 Property Tax Roll Final Report & BCC Minutes

DEPARTMENT: Clerk's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:
Approval of Expenditure Lists and Payroll List; Approval of 2006 Property Tax Roll Final Report; Approval of BCC Official Minutes dated June 26, 2007.

County-wide Dave Godwin

BACKGROUND:
Expenditure Approval Lists dated July 2, 9 & 16, 2007; and Payroll Approval List dated July 12, 2007; BCC Official Minutes dated June 26, 2007; Clerk's "Received and Filed" - for information only.

STAFF RECOMMENDATION:
Staff recommends the Board approve Expenditure Lists and Payroll List; Approval of 2006 Property Tax Roll Final Report; Approval of BCC Official Minutes dated June 26, 2007.

ATTACHMENTS:

1. Clerk's Report

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure/ Payroll Lists; 2006 Property Tax Roll Final Report & BCC Minutes

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 08-14-2007 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Lists.
Approval of 2006 Property Tax Roll Final Report
Approval of BCC Minutes dated June 26, 2007.

BACKGROUND:

1. Expenditure Approval Lists dated July 2, 9 & 16, 2007; and Payroll Approval List dated July 12, 2007.
2. 2006 Property Tax Roll Final Report.
3. BCC Official Minutes dated June 26, 2007.
4. Clerk's "Received and Filed" - for information only.

Reviewed by:
Co. Att
OMB
Other
DCM
CM

CLERK'S REPORT
AUGUST 14, 2007

I. **ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

A. EXPENDITURE APPROVAL LISTS AND PAYROLL LIST

Expenditure Approval Lists dated July 2, 9, and 16, 2007; and Payroll Approval List dated July 12, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. **ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE**

A. 2006 PROPERTY TAX ROLL FINAL REPORT

Final Recapitulation Report from the Tax Collector listing errors, insolvencies, double assessments and discounts applicable to the 2006 tax roll presented for review.

ACTION REQUESTED: Motion approving and authorizing all Commissioners to execute.

B. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated June 26, 2007.

ACTION REQUESTED: Motion approving same.

C. RECEIVED AND FILED - For Information Only.

1. Maintenance Bond for water and sewer facilities in the amount of $14,720.74 for the project known as The Villas at Chase Grove.

2. Work Order #13 to PS-0381-06.

3. Seventh Amendment to IFB-3089-04.

4. Intergovernmental Cooperative Agreement and Affidavit regarding authenticity for the purpose of providing insurance through Public Risk Management of Florida.

5. RFP-600155-07 Truck Purchase Agreement with Don Reid Ford, Inc.

6. RFP-600166-07 Truck Purchase Agreement with Don Reid Ford, Inc.

7. Purchase Agreement Settlement Authorization with Robert W. and Elizabeth Witt for Parcel #754 pursuant to binding written offer approved by the BCC on June 12, 2007.

8. Purchase Agreement Settlement Authorization with James G. and Lois S. Craigo for Parcel #751 (Parts A and B) pursuant to binding written offer approved by the BCC on June 12, 2007.

9. Work Order #11 to CC-1075-06.

10. Fifth Amendment to RFP-4188-01.

11. Amendment #1 to Work Order #23 to RFP-4241-05.

12. RFP-600192-07 Term Contracts for Web Programming Services with Sharon Cameron and Virtual Media & Associates.

13. Work Order #41 to CC-1267-05.

14. Work Order #9 to PS-1529-06.

15. Maintenance Agreement and Letter of Credit for water and sewer facilities in the amount of $8,275 for the project known as Willa Springs Office Park Phase 2.

16. M-2395-07 Basic Contract with The Appraisal Group of Central Florida.

17. Amendment #1 to Work Order #4 to CC-1284-06.

18. Satisfactions of Connection Fees for the projects known as CA Stone Restaurant A (Macaroni Grill); Fairwinds Credit Union (Tuskawilla); and Gassy Jacks.

19. Conditional Utility Agreements for water and sewer services with Indrunas Enterprise LLC for the project known as Maple Leaf Commerce Center.

20. M-2370-07 Basic Contract with Cathcart Contracting Company.

21. Change Order #1 to CC-1636-06 (Work Order 17815).

22. Work Orders #1, #2 and #3 to M-2189-07.

23. Work Order #7 to PS-1501-06.

24. First Amendment to IFB-600172-07.

25. Amendment #18 to PS-332-96.

26. Title Opinion and Standby Letter of Credit #319913 in the amount of $323,341.59 for the project known as The Parke at Hanover Place.

27. Work Order #20 to PS-5190-05.

28. Work Order #9 to RFP-0013-06.

29. Work Order #5 to CC-1284-06.

30. BOA Development Orders as follows: Donald & Susan Reed variance; Stephanie & Glen Roberts variance; Frances Bowles variance; CMH Homes, Inc. variance; Michael & Jane Moreschi variance; Lisa Randall variance; Daniel & Dori Hicks variance; Donald Carter variance; Kenneth Broudy variance; Miguel & Evelyn Chico variance; Twean Subsidiary LLC special exception; Civic Association of West Lake Brantley special exception; River Run Christian Church special exception; Leonardo Rivera width at building line; Todd Richard variance; Mark & Lynn Buck variance; Dan Marsden variance; Kevin Pederson variance; William McDonald special exception; Kent & Sandra Calder special exception; and Heathrow Oaks variance.

31. Denial Development Order #07-3100003, Debbie Moon special exception.

32. Development Order #07-50000003, Earl & Louise Blackwelder guesthouse.

33. Utility Easement for Wekiva Presbyterian Church.

34. Conditional Utility Agreement for water service for Girls & Boys Town of Central Florida.

35. Bill of Sale accepting water system for the project known as Dunn & Savastano Dental Office.

36. Bill of Sale accepting water and sewer systems for the project known as Banyon Pointe.

37. Utility Easement with JEMM Construction, LLC for the project known as Lot A Sanlando Estates (Gum St.).

38. Amendment to Conditional Utility Agreement for water service with The El Enoch Group for the project known as Off Broadway Lot 1, Earth Care.

39. Conditional Utility Agreement for Potable and Reclaimed Water Service with Samy Realty, Inc. for the project known as Chateaux of Markham.

40. Conditional Utility Agreement for Potable and Reclaimed Water & Sewer Service with KMT Development LLC for the project known as Long Pond.

41. Bill of Sale and Warranty Deed accepting reclaimed and potable water and sewer systems for the project known as Grand Oaks.

42. Conditional Utility Agreements for Water and Sewer Service with Kopez Investments LLC for the project known as Little Pros Daycare/Office.

43. Utility Agreements for Water and Sewer Service with Florida Bank of Commerce.

44. Third Amendment to RFQ-4143-01.

45. Certificate of Completion for CC-1154-06.

46. Amendment #1 to Work Order #3 to PS-5181-05.

47. Work Order #13 to PS-5182-05.

48. Certificate of Completion for DB-608-04.

49. Litigation Consultant Services Agreement with Gerson, Preston, Robinson & Company, P.A. re: Case #07-CA-1455-13-K, Seminole County v. O'Dell, et al.

50. Bids as follows: 600215-07; PS-2108-07; and RFP-600209-07.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Cross Connection Control (CCC) Program Phased Funding Approach

DEPARTMENT: Environmental Services **DIVISION:** Water and Sewer

AUTHORIZED BY: John Cirello **CONTACT:** Gary Rudolph **EXT:** 2020

MOTION/RECOMMENDATION:
[Continued From 6/26/2007] Approve funding of the initial phase of the Cross Connection Control Plan with implementation of rate change to coincide with the initiation of individual Phase activities. Specific funding strategies of the phases will be requested for approval as each of these separate activities is initiated.

County-wide Bob Briggs

BACKGROUND:

At the June 26, 2007 BCC meeting, staff was requested to provide a funding strategy for the Cross Connection Control Program that does not rely solely on increases in monthly water user fees. Specifically, the direction provided was to evaluate Miscellaneous Service Charges including Initiation of Service, Turn-On Turn-Off Delinquent Accounts, and Meter Sets.

An attached presentation summarizes the most recent twelve (12) month's activity by miscellaneous service revenue type and serves as the base-year level of activity in forecasting funding source recommendations for this class of revenues.

STAFF RECOMMENDATION:

Approve funding of the initial phase of the Cross Connection Control Plan with implementation of rate change to coincide with the initiation of individual Phase activities. Specific funding strategies of the phases will be requested for approval as each of these separate activities is initiated.

ATTACHMENTS:

1. Cross Connection Control Program Phased Funding

Additionally Reviewed By:
☑ County Attorney Review (Matthew Minter)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ENVIRONMENTAL SERVICES

Cross Connection Control Program Phased Funding

Cross Connection Control Program

- BCC was presented a five phased program enabling the County to meet existing regulatory requirements.
- Staff was requested to provide funding options utilizing sources other than Monthly Water User Fees.

Cross Connection Control Program

Phase	Cost
1	$119,300
2	239,300
3	234,000
4	498,000
5	822,000

Cross Connection Control Program

Alternative Partial Funding Sources

Revenue Source	Existing Charge	Annual Trans.	Revenue Generated
Init. Serv.	$20	5,117	$102,340
Del. Acct.	25	2,432	60,800
Mtr. Set Fees	170	475	80,750
Totals			$243,890

Cross Connection Control Program

Summary

- Existing Miscellaneous Charges (MC) generate approximately $250,000 annually.
- Supporting MC transaction metrics show limited program support capacity.
- Modest increases in MC levels would generate approximately $38,000 annually.
- CCC program funding through the planning horizon must rely on additional revenue support.

Cross Connection Control Program

Conclusions/Recommendations

- Changes to MC levels are insufficient alone as a funding mechanism.
- Include revisions to Miscellaneous Charges (MC) as part of CCC program funding, giving consideration to implementation of new MC types.
- Additional funding of any remaining CCC program needs requires a long-term solution.

Cross Connection Control Program

Recommendations

- Adopt $5 increases to Account Initiation and Delinquent Turn Off effective January 1, 2008.
- Adopt Late Fee of $10 on accounts unpaid by due date. Implement at start of Phase 2.
- Increase water base rate at start of Phase 5. Initial estimate $0.40.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Code Enforcement Lien, Case # 06-85-CEB, Request for Reduction of Penalty, Toshia Blake, owner, 1251 Dunbar Avenue, Lake Monroe

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:

(A) Approve a reduction to the Code Enforcement Board lien from $25,200.00 to $797.97 for Case # 06-85-CEB on the property located at 1251 Dunbar Avenue, Lake Monroe – Toshia Blake, and require these costs to be paid within 60 days or the lien will revert to its original amount ($25,200.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien (Staff Recommendation); or

(B) Approve a reduction to the Code Enforcement Board lien which totals $25,200.00 to an amount set by the Board of County Commissioners for Case # 06-85-CEB on the property located at 1251 Dunbar Avenue, Lake Monroe - Toshia Blake, and require this reduced amount to be paid within 60 days or the lien will revert to its original amount ($25,200.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve the request to waive the Code Enforcement Board lien which totals $25,200.00 for Case # 06-85-CEB on the property located at 1251 Dunbar Avenue, Lake Monroe - Toshia Blake, and authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of $25,200.00 for Case # 06-85-CEB on the property located at 1251 Dunbar Avenue, Lake Monroe - Toshia Blake, and require this amount to be paid within 60 days and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 5 Brenda Carey Tina Williamson

BACKGROUND:

In accordance with Section 3.20 of the Seminole County Administrative Code, the Deputy County Manager requests that the following lien reduction request be processed.

In response to a complaint, on June 7, 2006, the Code Enforcement Officer observed the following violations located at 1251 Dunbar Avenue, Lake Monroe: The accumulation of trash and debris, uncultivated vegetation in excess of 24” in height and located within 75’ from any structure, used/scrap building materials, junked or abandoned vehicle(s) not kept within an enclosed garage or an attached carport and any other objectionable, unsightly, or unsanitary matter, substance, or material tending by its existence and/or accumulation to endanger or adversely affect the health, safety, lives, and/or welfare of the citizens of the county in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (g), (h), (j), (l) and (p).

The timeline on this violation is below:

DATE	ACTION	RESULT
June 7, 2006; September 7, 2006; October 2, 2006; October 9, 2006; October 26, 2006	Notices of Violation issued to Respondent	Violations remain
November 1, 2006	Statement of Violation and Request for Hearing.	Filed by Code Enforcement Officer
November 8, 2006	Notice of Hearing mailed to Respondent at P.O. Box 470489, Lake Monroe	Regular mail and certified mail returned
December 4, 2006	Affidavit of Service of Notice of Hearing	Code Enforcement Officer served a Notice of Hearing on Frances Troutman, Respondent's father, at property
December 14, 2006	Code Board Hearing – Findings of Fact, Conclusions of Law and Order	Order entered by Code Enforcement Board giving a compliance date of February 8, 2007 with a fine of $200.00 per day if violations are not corrected by February 8, 2007
December 20, 2006	Findings of Fact, Conclusions of Law and Order mailed to the Respondent at P.O. Box 470489, Lake Monroe	Regular mail and certified mail returned
February 12, 2007	Reinspection and Affidavit of Non-Compliance filed by the Code Enforcement Officer	Violations remain
March 12, 2007	Letter enclosing Affidavit of Non-Compliance and notifying Respondent of April 26, 2007 hearing date along with current lien amount mailed to Respondent at P.O. Box 470489, Lake Monroe	Regular mail and certified mail returned
April 6, 2007	Letter continuing hearing to May 17, 2007 mailed to Respondent at P.O. Box 470489, Lake Monroe	Regular mail and certified mail returned
May 17, 2007	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien filed by Code Enforcement Board	Ordered entered by the Code Enforcement Board imposing a lien in the amount of $19,600.00 against the property with the fine continuing to accrue at $200.00 per day
May 21, 2007	Order Finding Non-Compliance and Imposing Fine/Lien mailed to the Respondent at 1251 Dunbar Avenue, Lake Monroe	Regular mail and certified mail returned. Dunbar address obtained from new Property Appraiser data
May 30, 2007	New address provided by Respondent	Respondent provided new address to Code Officer in May after learning of the lien; 6232 Ranchwood Road, Orlando
June 15, 2007	Reinspection and Affidavit of Compliance filed by the Code Enforcement Officer	Violations removed by the Respondent. Compliance was obtained on June 15, 2007. Total lien due of $25,200.00 which represents 126 days of non-compliance (February 9, 2007 through and including June 14, 2007) at $200.00 per day
June 15, 2007	Request for Reduction of Penalty	Request for Reduction of Penalty received from Toshia Blake[1]

[1]The Respondent, Ms. Blake, is requesting that the lien imposed on May 17, 2007 be reduced. She states that due to the fact that the mailbox was closed, she did not receive any of the paperwork concerning this case and was unaware that the property was out of compliance. She further states that her father, who was responsible for the property maintenance, is elderly and having trouble following through on his responsibilities with the property. She is claiming a financial hardship.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.

2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.

3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.

4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is **$93,199.00**. The lien totals **$25,200.00**.

5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

STAFF RECOMMENDATION:

Staff recommends that the Board reduce the amount of the lien in the amount of $25,200.00 to administrative costs of $797.97 for the property located at 1251 Dunbar Avenue, Lake Monroe. Staff believes that although the Code Enforcement Officer spoke with Ms. Blake's father several times at the property, he did not inform Ms. Blake that the property was out of compliance. After becoming aware of the violations, Ms. Blake brought the property into compliance in less than 30 days.

Staff further recommends that this amount, $797.97, be paid within 60 days and upon payment in full authorize the Chairman to execute the Satisfaction of Lien.

ATTACHMENTS:

1. SOV & Request for Hearing
2. Notice of Hearing
3. Affidavit of Service of NOH
4. Fact Findings
5. Affidavit Of Non Compliance
6. Letter w Aff of Non-Comply & NOH for April
7. Order Imposing Fine/Lien
8. Affidavit Of Compliance
9. Request For Reduction Of Penalty
10. Property Appraiser Data
11. Estimated Cost Of Processing Planning
12. Estimated Cost Of Processing CEB SCSO

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

CEB NO. 06- 85-CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Statute Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: **Seminole County Code, Section 95.4, as defined in Section 95.3 (g)(h)(j)(l)(p)**

LOCATION/ADDRESS WHERE VIOLATION EXISTS:
Commissioner's District: **5**
Sheriff's District: **3**

Parcel #: 20-19-30-501-0000-3380
1251 Dunbar Ave, Lake Monroe,
Seminole County

NAME AND ADDRESS OF OWNER: **Toshia Blake**
P. O. Box 470489
Lake Monroe, FL 32747

DESCRIPTION OF VIOLATION: **1. Accumulation of trash and debris; 2. Uncultivated vegetation in excess of 24" in height, located within 75' of a residence; 3. Used or scrap building materials 4. Junked/abandoned and/or inoperable vehicles not kept within an enclosed garage or attached carport; and 5. Any other objectionable, unsightly, or unsanitary matter**

DATE VIOLATION FIRST OBSERVED: **June 7, 2006**
DATE 1st NOTICE OF VIOLATION: **June 7, 2006 (vehicles tagged), September 7, 2006**
DATE VIOLATION TO BE CORRECTED: **September 29, 2006**
DATE OF REINSPECTION: **October 2, 2006, October 9, 2006, October 16, 2006**
INSPECTION RESULTS: **Trash and debris; uncultivated vegetation; junked/abandoned and/or inoperable vehicles; and other objectionable, unsightly, or unsanitary matter remain on the property.**

Based upon the foregoing, the undersigned Code Inspector hereby certifies that the above described violation continues to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for a public hearing.

DATED THIS 1st DAY OF NOVEMBER 2006

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer
Seminole County Sheriff's Office

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 1stt day of November 2006 by Deborah Leigh, who is personally known to me.

Notary Public in and for the
County and State Aforementioned

RITA S. REYNOLDS
COMMISSION # DD 188262
EXPIRES: April 25, 2007
Bonded Thru Notary Public Underwriters

CAFÉ REPORT #: 2006CE003257

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

TOSHIA BLAKE
PARCEL I.D. # 20-19-30-501-0000-3380

Respondent

_____/

CASE NO. 06-85-CEB

COPY

NOTICE OF HEARING

To: TOSHIA BLAKE
P O BOX 470489
LAKE MONROE, FL 32747

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at 1:30 PM, or as soon thereafter as possible, at its regular meeting on THURSDAY, the 14th day of DECEMBER 2006, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property. Specifically:

1) THE ACCUMULATION OF TRASH AND DEBRIS.
2) UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT, LOCATED WITHIN 75' OF A RESIDENCE/STRUCTURE.
3) USED OR SCRAP BUILDING MATERIALS.
4) JUNKED, ABANDONED, AND/OR INOPERABLE VEHICLES NOT BEING KEPT WITHIN AN ENCLOSED GARAGE OR AN ATTACHED CARPORT.
5) ANY OTHER OBJECTIONABLE, UNSIGHTLY, OR UNSANITARY MATTER.

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING/CODE ENFORCEMENT BOARD OFFICE AT (407) 665-7403.

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

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY 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 BASED, PER SECTION 285.0105.

DATED this 8th day of November 2006.

Connie R. DeVasto
Clerk to the Code Enforcement Board
Seminole County, Florida
Connie R DeVasto

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political Subdivision of the State of Florida,

Petitioner,

vs.

Toshia Blake,

Respondent.
_____/

CASE NO. 06-85-CEB

AFFIDAVIT OF SERVICE OF NOTICE OF HEARING

BEFORE ME, the undersigned authority, personally appeared Deborah Leigh, Senior Code Enforcement Officer for the Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That the statements set forth herein are based upon personal knowledge.

2. That she served a Notice of Hearing on Frances Troutman at 1251 Dunbar Ave. on the 4th day of December, 2006, at 3:00 p.m., that a public hearing will be conducted by the Code Enforcement Board in the above styled cause on the 23rd day of March, 2006 at 1:30 p.m.

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 4th day of December, 2006, by Deborah Leigh, who is personally known to me.

Rita Reynolds

Notary Public in and for the County and State Aforementioned

RITA S. REYNOLDS
My Commission DD 188262
EXPIRES: April 25, 2007
Bonded Thru Notary Public Underwriters

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06540 Pgs 0772 - 773; (2pgs)
CLERK'S # 2007001054
RECORDED 01/02/2007 04:23:37 PM
RECORDING FEES 18.50
RECORDED BY G Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

TOSHIA BLAKE
PARCEL I.D. # 20-19-30-501-0000-3380

Respondent.

_____/

CASE NO. 06-85-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Connie Kowalski
DATE: 12-20-06

RETURN TO SANDY McCANN

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 06-85-CEB, it is determined that the Respondent is:

(a) the owner of record of the property (Tax Parcel ID # 20-19-30-501-0000-3380) located at 1251 Dunbar Avenue, Lake Monroe, located in Seminole County and legally described as follows:

LEG S ½ OF LOT 338 & ALL LOTS 339 & 340 BOOKERTOWN
PB 4 PG 98

(b) in possession or control of the property, and
(c) in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in 95.3 (g), (h), (j), (l), and (p).

It is hereby ordered that the Respondent shall correct the violations on or before FEBRUARY 8, 2007. In order to correct the violations, the Respondent shall take the following remedial action:

1) REMOVE THE ACCUMULATION OF TRASH AND DEBRIS.
2) REMOVE THE UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT AND LOCATED WITHIN 75' OF A STRUCTURE.
3) REMOVE THE USED OR SCRAP BUILDING MATERIALS ON THE PROPERTY.
4) REPAIR OR REMOVE ANY JUNKED OR ABANDONED VEHICLE(S) OR PLACE VEHICLE(S) IN AN ENCLOSED GARAGE OR AN ATTACHED CARPORT.
5) REMOVE ANY OBJECTIONABLE, UNSIGHTLY OR UNSANITARY MATTER, SUBSTANCE OR MATERIALTENDING BY ITS EXISTENCE AND/OR ACCUMULATION TO ENDANGER OR ADVERSELY AFFECT THE HEALTH, SAFETY, LIVES AND/OR WELFARE OF THE CITIZENS OF THE COUNTY.

If the Respondent does not comply with the Order, a fine of **$** 200.00 **per day** will be imposed for each day the violations continue or are repeated after compliance past FEBRUARY 8, 2007.

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 14th day of December 2006, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 14th day of December 2006, by Tom Hagood, who is personally known to me.

Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires:

CONNIE R. DEVASTO
MY COMMISSION # DD 310913
EXPIRES: August 17, 2008
Bonded Thru Notary Public Underwriters

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2007041065 BK 06628 Pg 0919, (1pg) RECD 03/19/2007 02:46:29 PM
REC FEES 10.00, RECD BY Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

Toshia Blake,

Respondent.
_____/

CASE NO: 06-85-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: _____
DATE: 3/12/07

RETURN TO SANDY McCANN

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh, Senior Code Enforcement Officer, Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **December 14, 2006**, the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **February 8, 2007**.

3. That a re-inspection was performed on **February 12, 2007**.

4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the accumulation of trash and debris, uncultivated vegetation, used or scrap building materials, junked/abandoned and/or inoperable vehicles and other objectionable, unsightly, or unsanitary matter still remain on the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this **11th** day of **February**

Deborah Leigh
Deborah Leigh, Senior Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **11th** day of **February**, by **Deborah Leigh**, who is personally known to me and who did take an oath.

Rita S. Reynolds
Notary Public in and for the County
and State Aforementioned
My commission expires:

AFFNON.COM

RITA S. REYNOLDS
MY COMMISSION # DD 188262
EXPIRES: April 25, 2007
Bonded Thru Notary Public Underwriters

PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

March 12, 2007

COPY

TOSHIA BLAKE
P O BOX 470489
LAKE MONROE, FL 32747

CASE NO – 06-85-CEB
PARCEL I.D. NO – 20-19-30-501-0000-3380

Please be advised that on December 14, 2006, the Code Enforcement Board of Seminole County issued its Findings of Fact, Conclusions of Law and Order in the above-referenced case. The Order specifically found this property in violation of trash/debris, uncultivated vegetation, scrap building materials, junked vehicles and objectionable, unsightly matter at 1251 Dunbar Avenue, Lake Monroe. The Board required compliance with its Order by February 8, 2007.. I am enclosing a certified copy of the Affidavit of Non-Compliance, which has been filed by the Code Enforcement Officer.

At the time of the upcoming hearing, your fine will have run for **77 days**, from February 9, 2007, through and including April 26, 2007, at **$200.00** per day, which totals **$15,400.00**, and will continue to accrue at **$200.00 per day** until compliance is obtained.

This item will be heard by the Code Enforcement Board at its regularly scheduled meeting on **THURSDAY, APRIL 26, 2007, AT 1:30 PM**, at the County Services Building, Room 1028, located at 1101 E First Street, Sanford, Florida.

Seminole County will be requesting the Board issue an order imposing a **lien** against this property in the amount of **$15,400.00**, to be recorded in the Public Records of Seminole County, with the fine continuing to accrue at **$200.00 per day** until compliance has been met.

ANY PERSONS WISHING TO ADDRESS THE BOARD IN THIS MATTER
MUST CHECK IN WITH THE CLERK BY 1:25 PM.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Jane Spencer
Clerk to the Code Enforcement Board

Enclosure

Cc: Senior CEO Deborah Leigh

MARYANNE MORSE,
SEMINOLE COUNTY
BK 06704 Pgs 0095 - 96; (2pgs)
CLERK'S # 2007077052
RECORDED 05/23/2007 03:26:30 PM
RECORDING FEES 18.50
RECORDED BY G Harford

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

TOSHIA BLAKE
PARCEL I.D. NO – 20-19-30-501-0000-3380

Respondent.

_____/

CASE NO. 06-85-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: _____
DATE: 5-21-07

RETURN TO SANDY McCAY

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel ID # 20-19-30-501-0000-3380) located at 1251 Dunbar Avenue, Lake Monroe, located in Seminole County and legally described as follows:

LEG S 1/2 OF LOT 338 & ALL LOTS
339 & 340 BOOKERTOWN PB 4 PG 98

This case came on for public hearing before the Code Enforcement Board of Seminole County on December 14, 2006, after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in 95.3 (g), (h), (j), (l), and (p).

Said Order stated that a fine in the amount of $200.00 per day would be imposed if the Respondent did not take certain corrective action by February 8, 2007.

The Code Enforcement Officer filed an Affidavit of Non-Compliance, which Affidavit certified under oath that the required action had not been obtained after reinspection on February 12, 2007.

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated December 14, 2006, the Board orders that a **lien** in the amount of **$19,600.00**, for 98 days of non-compliance from February 9, 2007 through and including May 17, 2007 at $200.00 per day, be imposed; and the fine shall continue to accrue at **$200.00 per day** for each day the violations continue or are repeated past May 17, 2007

This Order shall be recorded in the official land records of Seminole County and shall constitute a **lien** against the land on which the violations exist and upon any other real or personal property owned by the Respondents.

DONE AND ORDERED this 17th day of May 2007, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 17th day of May 2007, by Tom Hagood, who is personally known to me.

Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
Jane Spencer
Commission # DD299304
Expires: March 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

Toshia Blake,

Respondent.
_____/

CASE NO: 06-85-CEB

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Deborah Leigh, Senior Code Enforcement Officer, Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **December 14, 2006**, the Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **February 8, 2007**.

3. That a re-inspection was performed on **June 15, 2007**.

4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that **the accumulation of trash and debris, uncultivated vegetation, used or scrap building materials, junked/abandoned and/or inoperable vehicles and other objectionable, unsightly, or unsanitary matter has been removed from the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this **15th** day of **June 2007**

Deborah Leigh

Deborah Leigh, Senior Code Enforcement Officer

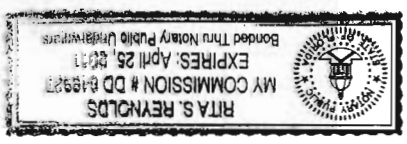
STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **15th** day of **June 2007,** by **Deborah Leigh**, who is personally known to me and who did take an oath.

Rita S. Reynolds

Notary Public in and for the County
and State Aforementioned
My commission expires:

AFFCOM



SEMINOLE COUNTY
CODE ENFORCEMENT BOARD
CASE NO. 06-85-CEB

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (*i.e.*, a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: Toshia Blake

Property Address: 1251 Dunbar Ave

Lake Monroe, Fl 32771

Phone number(s) where you can be reached during the day: (W) 407-299-5950 (Cell) 407-668-2140

Is the property now in compliance? YES ✓ NO _____
(If No, explain in detail) _____

Are you claiming a financial hardship? YES ✓ NO _____

Are you claiming a medical hardship? YES _____ NO ✓

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: _____

Relationship: _____

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Toshia Blake, do hereby submit this **REQUEST FOR REDUCTION OF PENALTY** to request a reduction in the total amount of penalty imposed and in support offer the following statement:

I was not aware of the violations of the hearing. we did not recieve any mail because the mailbox was closed and we weren't aware. My Father was responsible for handling the mail, taxes, mortgage payments and property maintenance. my Father is elderly and is having trouble following through on his responsibilities of the property. My husband and I live in a seperate city and have another household to manage. We can not afford to pay the full amount of the violation and maintain both households.

Date: 6-15-07

Signed: Toshia Blake

Print Name: Toshia Blake

STATE OF FLORIDA
COUNTY OF SEMINOLE

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, _____, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced FL B420-804-79-716-0 as identification and did take an oath.

Date: 15 June 2007

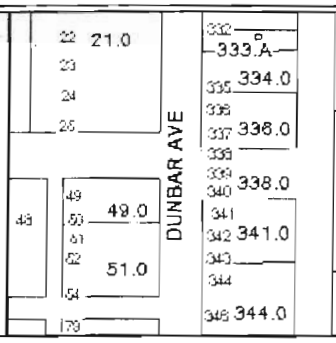
Karen Matthews
Notary Public
My commission expires: _____

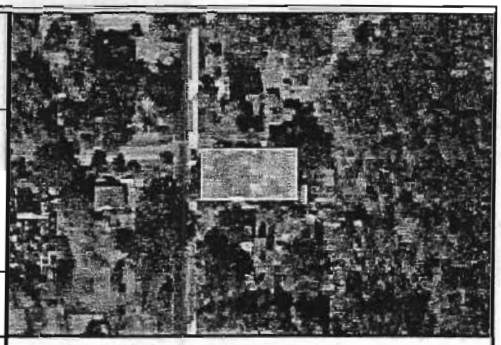
Notary Public State of Florida
Karen Matthews
My Commission DD535397
Expires 06/26/2010

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506





GENERAL

Parcel Id:	20-19-30-501-0000-3380
Owner:	BLAKE TOSHIA
Mailing Address:	1251 DUNBAR AVE
City,State,ZipCode:	LAKE MONROE FL 32771
Property Address:	1251 DUNBAR AVE LAKE MONROE 32771
Subdivision Name:	BOOKERTOWN
Tax District:	01-COUNTY-TX DIST 1
Exemptions:	00-HOMESTEAD (2007)
Dor:	01-SINGLE FAMILY

2007 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$74,459
Depreciated EXFT Value:	$0
Land Value (Market):	$18,740
Land Value Ag:	$0
Just/Market Value:	$93,199
Assessed Value (SOH):	$93,199
Exempt Value:	$25,000
Taxable Value:	$68,199

Tax Estimator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	04/2003	04806	1214	$66,000	Improved	Yes
WARRANTY DEED	04/1986	01725	1461	$100	Improved	No
WARRANTY DEED	03/1978	01159	1322	$22,000	Improved	Yes

Find Comparable Sales within this Subdivision

2006 VALUE SUMMARY

2006 Tax Bill Amount:	$1,118
2006 Taxable Value:	$69,358

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	62	125	.000	325.00	$18,740

LEGAL DESCRIPTION

PLATS: Pick...

LEG S 1/2 OF LOT 338 & ALL LOTS 339 & 340-BOOKERTOWN
PB 4 PG 98

BUILDING INFORMATION

Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
1	SINGLE FAMILY	1978	3	1,001	1,326	1,326	CONC BLOCK	$74,459	$84,613

Appendage / Sqft BASE SEMI FINISHED / 325

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

Permits

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

Estimate of Costs
CEB Case # 06-85-CEB
TOSHIA BLAKE

Postage				
Regular	5	$ .39	$ 1.96	
Certified	5	$ 4.64	$23.20	
				$25.16
Processing Time for Code Enforcement and BCC Action				
Code Board Secretary	2 hours	$ 13.13	$26.26	
Code Board Attorney	1 hour	$100.00		
Planning Manager's Review	1 hour	$ 40.00		
Planning and Development Director's Review	1 hour	$ 50.00		
Deputy County Manager's Review	1 hour	$ 60.00		
County Attorney's Review	1 hour	$100.00		
				$376.26
Other associated costs not captured:				
Fleet expense, Phone expense, Utilities, Computer Support				
Costs for Recording Documents -				
# of first page docs - 3 # of additional page docs - 2				**$47.00**
($10.00 first page, $8.50 each additional page)				
ESTIMATED COST FOR PROCESSING CASE # 06-85-CEB By the Planning Division				**$448.42**
ESTIMATED COST FOR PROCESSING CASE # 06-85-CEB By the Seminole County Sheriff's Office				**$349.55**
TOTAL COST FOR PROCESSING CASE # 06-85-CEB				**$797.97**

SEMINOLE COUNTY SHERIFF'S OFFICE

Affidavit For Reimbursement of Code Enforcement Officers Administrative Costs

Case# 06-85-CEB – Toshia Blake

The Seminole County Sheriff's Office requests that the Department of Planning and Development petition the Board of County Commission to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

Senior Code Enforcement Officer: Deborah Leigh

DATE	PERSONNEL ACTIVITY	HOURS
8/25/06 to 6/26/07	21 Inspections performed. Time per trip-30 minutes	10.5
		x $33.29
	TOTAL PERSONNEL COSTS	**349.55**

DATE	TANGIBLE GOODS OR SERVICES	COST
1.		
2.		
3.		
4		
	TOTAL TANGIBLE AND/OR SERVICE COSTS	**$ 00**

The Seminole County Sheriff's Office has incurred actual costs in the amount of **$ 349.55** during the investigation and prosecution of the defendant in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of $33.29 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Deputy / Investigator: Deborah Leigh 6/26/07
Date

Attested to this 26th day of June, 2007, by D/S Rumm 103043
A Law Enforcement Officer

P://Forms/Restitution/affidavit for costs/Code

Revised 5-2-2001

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Request to advertise and set Public Hearings for Amendments to the Land Development Code of Seminole County establishing a new Sunset Date for the East Collector Road Impact Fee District

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Jeff Hopper **EXT:** 7377

MOTION/RECOMMENDATION:

1. Authorize the Planning and Development Director to schedule and advertise public hearings to consider an amendment to the Land Development Code of Seminole County establishing a new Sunset Date for the East Collector Road Impact Fee District.

2. Continue the item until a time and date certain.

County-wide Jeffrey Hopper

BACKGROUND:

On August 13, 2002, the Board of County Commissioners adopted Ordinance 2002-31, amending the Road Impact Fee Chapter of the Land Development Code. The 2002 amendments:

- adopted the "Analysis of the Use of Road Impact Fees" Study which reviewed the 20-year period from Fiscal Year 1991/92 through 2000/01 and determined that the County's 1991 Infrastructure Sales Tax fund had advance-funded approximately $120 million of eligible impact fee expenditures;
- confirmed that authorized uses of impact fee revenues included repayment for front-ending of improvement costs by the County from other funding sources – specifically, the 1991 Infrastructure Sales Tax;
- established a sunset of 2021 for the levy of the Countywide Arterial Road Impact Fee based upon projections of when eligible project costs would be repaid;
- established sunsets for each of the 4 Collector District Road Impact Fees as 2021, corresponding to the sunset of the primary Arterial fee, or the year when eligible costs would be repaid if earlier than 2021.

At the time of the 2002 actions, the final East Collector road improvement project, Chapman Road, the widening of West Chapman Road from SR 426 to SR 434, was on hold pursuant to County Commission direction of April 15, 1992. As a result, the East Collector Road Impact Fee sunset was established at December 31, 2007, with identification that the sunset date would be extended pending re-activation of the Chapman Road improvement project. The improvements involve the widening of West Chapman Road, from SR 426 to SR 434, from a 2-lane facility to 4 lanes.

On June 28, 2005, the Board approved Budget Amendment Resolution 05-43 to formally

establish the front-ending and repayments as interfund loan activity in the County's Budget and financial systems. The agenda item discussion additionally identified that the interfund loan would be trued up annually as of the close of each fiscal year, and that balances and projections would also be evaluated annually during the Budget process. In 2005, it was again noted that the East Collector sunset date would need to be extended to approximately the Arterial sunset year, pending re-activation of the Chapman Road project. It was further identified that conclusive Board direction regarding whether to proceed with Chapman Road improvements would be needed in the near future. On January 10, 2006, the County Commission authorized staff to move forward with the Chapman Road improvement project, including updating of engineering plans to current design standards and subsequent acquisition of the remaining necessary right-of-way.

The final step remaining to fully implement the improvements is to extend the East District Road Impact Fee sunset date to an appropriate sunset date. The Comprehensive Annual Financial Report for the close of Fiscal Year 2005/06 was presented to the Board of County Commissioners on June 12, 2007; accordingly, the annual true-up of the interfund loan has been completed. The yearly evaluation of updated balances and projections takes place in conjunction with the Board's annual budget process, which is occurring now. As shown on the attached interfund loan analysis for the East District, extension to 2021, corresponding to the Arterial Impact Fee sunset, appears warranted. The attached analysis is consistent with the Proposed Budget for Fiscal Year 2007/08 as well as the preliminary Capital Improvements Program update for Fiscal Years 2007/08 – 2011/12.

If authorized to proceed, staff is prepared to present this proposed amendment to the Planning & Zoning Commission in a public hearing on September 5, 2007. It is anticipated that a 1:30 p.m. Board public hearing to adopt the amending ordinance would follow on September 25, 2007, coinciding with final adoption of the Fiscal Year 2007/08 Annual Budget that evening.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Planning and Development Director to schedule and advertise public hearings to consider an amendment to the Land Development Code of Seminole County establishing a new Sunset Date for the East Collector Road Impact Fee District.

ATTACHMENTS:

1. Interfund Loan Analysis for East District
2. Ordinance
3. Economic Impact Statement
4. Property Rights Analysis

Additionally Reviewed By:

☑ County Attorney Review (Kimberly Romano)

Interfund Loan: Infrastructure Sales Tax to Impact Fee Funds

NOTE: FY 2005/06 Actual includes audited actuals. Year end reserve balances are based on budgetary project costs and will be higher on an actual cost basis. Budgeted expenditures for FY 2006/07 are equal to the amounts reported in J D Edwards on July 6, 2007. Expenditures for FY 2007/08 to FY 20010/11 based upon planned capital improvements for Fiscal Years 2007/08 to 2010/11 and entered into GovMax for Worksession. FY 2011/12 & Thereafter based upon Public Works projections. Revenues from Public Work projections or as calculated.

	FY 2005/06 Actual (audited)	FY 2006/07 (7/6/2007)		Budgetary Projections					
		Budget	Exp / Enc	FY 2007/08	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	Thereafter
EAST - 12604									12/31/2021 (PROPOSED)
Beginning Fund Balance Forward	$ 2,757,757	$ 3,146,618	$ 3,146,618	$ 748,224	$ 1,094,663	$ 1,451,007	$ 1,817,490	$ (2,405,549)	$ (2,080,549)
Impact Fees	223,020	295,000	332,297	325,000	325,000	325,000	325,000	325,000	3,006,250
Interest	168,471	40,000	111,822	21,439	31,344	41,483	51,961	-	-
Other	-	(15,000)	-	-	-	-	-	-	-
Total Revenue	391,491	320,000	444,119	346,439	356,344	366,483	376,961	325,000	3,006,250
Project Costs	(2,630)	(2,718,394)	(188,425)	-	-	-	(4,600,000)	-	-
Revenue over (under) Expenditure	388,861	(2,398,394)	255,694	346,439	356,344	366,483	(4,223,039)	325,000	3,006,250
Advance from Sales Tax Fund	-	-	-	-	-	-	-	-	-
Pay-Back to Sales Tax Fund	-	-	-	-	-	-	-	-	-
Transfer Back to Sales Tax Fund	-	-	-	-	-	-	-	-	-
Reserves	$ 3,146,618	$ 748,224	$ 3,402,312	$ 1,094,663	$ 1,451,007	$ 1,817,490	$ (2,405,549)	$ (2,080,549)	$ 925,701
Beginning Balance: Interfund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,405,549	$ 2,080,549
Plus Advances	-	-	-	-	-	-	2,405,549	-	-
Less Payback	-	-	-	-	-	-	-	(325,000)	(2,080,549)
Transfer Back to Sales Tax Fund	-	-	-	-	-	-	-	-	-
Ending Balance: Interfund Loan	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,405,549	$ 2,080,549	$ -

Updated engineering plans were completed in late June 2007 for Chapman Rd., the remaining improvement to be constructed in this District. Updated cost estimates from the design engineer will be available in late July 2007. The updated cost estimates will be incorporated into this projection when finalized. At that time, the 2021 Reserves balance for this District is anticipated to approach or drop below zero.

ORDINANCE NO. 2007-_____ SEMINOLE COUNTY, FLORIDA

AN ORDINANCE AMENDING CHAPTER 120 OF THE LAND DEVELOPMENT CODE; PROVIDING SUNSET DATE FOR THE EAST DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, transportation facility construction and improvement is an integral and vital element of the regulatory plan of growth management incorporated in the Seminole County Comprehensive Plan; and

WHEREAS, significant development in incorporated and unincorporated Seminole County greatly increased the need and demand for transportation facility construction and improvement; and

WHEREAS, the Board of County Commissioners ("the Board") seeks to reasonably and fairly spread the cost of transportation construction and improvement among new development and redevelopment occurring in Seminole County; and

WHEREAS, the proposed widening of West Chapman Road, originally scheduled for the year 2000, was placed on hold for several years; and

WHEREAS, the costs of right-of-way and construction have significantly increased since that time; and

WHEREAS the project has been reinstated, with construction planned for 2010-11; and

WHEREAS, the 2002 amendment to the road impact fee chapter of the Land Development Code established a Sunset Date of December 31, 2007 for the East Collector Road District; and

WHEREAS, an extension of the impact fee is needed to fund the costs of the project; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential fiscal impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and has been made available for public review and copying prior to the enactment of this Ordinance in accordance with the provisions of the Seminole County Home Rule Charter; and

WHEREAS, the Seminole County Comprehensive Plan requires that a property rights analysis be accomplished relative to any changes in land development regulations and such analysis has been accomplished; and

WHEREAS, the Board of County Commissioners of Seminole County (the "Board") hereby finds that this Ordinance is consistent with the objectives, goals and policies of the Seminole County Comprehensive Plan.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Legislative Findings. The recitals set forth above are hereby adopted as legislative findings relative to the enactment of this Ordinance and shall be codified.

Section 2. Amendment to Collector Road Impact Fees. Part 3, Section 120.25, Land Development Code of Seminole County, is hereby amended to read as follows:

Sec. 120.25 Sunset Date.

There are hereby created Sunset Dates for Collector Road District Impact Fees. The Sunset Dates are as follows:

North Collector:	December 31, 2005
East Collector:	December 31, ~~2007~~ <u>2021</u>
South Collector:	December 31, 2021
West Collector:	December 31, 2021

Section 3. Codification. 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 Land Development Code of Seminole County, Florida and the word "Ordinance" may be changed to "Section," "Article," or other appropriate word or phase and that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Sections 3, 4, and 5 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. This Ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 25th day of September, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

CARLTON D. HENLEY, Chairman

Seminole County
ECONOMIC IMPACT STATEMENT

Date:	8/14/07	**Department//Division:**	Planning and Development-Planning Division
Contact:	Jeff Hopper	**Phone:**	407-665-7377
Action:	Ordinance amending the Land Development Code		
Topic:	Amendment to the Land Development Code of Seminole County to establish a new Sunset Date for the East Collector Road Impact Fee District.		

Describe Project/Proposal

The Seminole County Road Impact Fee Ordinance helps provide funding for public improvements needed to accommodate newly approved development in the County. As adopted in 1987, this Ordinance established one countywide arterial district and four separate collector districts for which impact fees were to be collected for the purpose of improving designated roads. In 2002, a Sunset Date for expiration of each district road impact fee was established through adoption of an amending ordinance and supporting study.

At this time, the County is preparing to improve a 1.7 mile segment of Chapman Road from SR 426 to SR 434. This project is located in the East Collector District, which currently is subject to a Sunset Date of December 31, 2007. The proposed amendment to the Land Development Code would extend the time period for collection of this impact fee to 2021.

This Ordinance may have an economic impact on individuals, businesses, or government, based on the following provisions of the proposed amendments to the Land Development Code:

The proposed ordinance would extend the applicability of impact fees within the designated area for an additional 14 years. The function of an impact fee is to assess the specific costs of new development relative to needed improvements in public facilities, and assign such costs to that development.

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

This ordinance may have a direct economic impact upon County operations in terms of providing funding for a public facility which the County is in the process of constructing.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

No increase in development costs to property owners is anticipated as a result of the proposed new regulation. Failure to approve the proposal could increase development costs by delaying a needed public facility improvement, or distributing its cost unevenly among affected property owners.

Identify Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

The proposed impact fee extension would benefit area property owners and the community in general by providing road improvements that facilitate traffic circulation, public safety, and economic growth in the area.

Citation

Seminole County Home Rule Charter.

Seminole County
PRIVATE PROPERTY RIGHTS ANALYSIS
Amendments to the Land Development Code to Establish Regulations for East Collector Road Impact Fee District

Date:	8/14/07	**Department//Division:**	Planning and Development-Planning Division
Contact:	Jeff Hopper	**Phone:**	407-665-7377
Action:	Ordinance amending the Land Development Code		
Topic:	Amendment to the Land Development Code of Seminole County to establish a new Sunset Date for the East Collector Road Impact Fee District.		

Describe Project/Proposal

The Seminole County Road Impact Fee Ordinance helps provide funding for public improvements needed to accommodate newly approved development in the County. As adopted in 1987, this Ordinance established one countywide arterial district and four separate collector districts for which impact fees were to be collected for the purpose of improving designated roads. In 2002, a Sunset Date for expiration of each district road impact fee was established through adoption of an amending ordinance and supporting study.

At this time, the County is preparing to improve a 1.7 mile segment of Chapman Road from SR 426 to SR 434. This project is located in the East Collector District, which currently is subject to a Sunset Date of December 31, 2007. The proposed amendment to the Land Development Code would extend the time period for collection of this impact fee to 2021.

Estimated Economic Impact on Individuals, Businesses, or Government

The proposed ordinance would extend the applicability of impact fees within the designated area for an additional 14 years. The function of an impact fee is to assess the specific costs of new development relative to needed improvements in public facilities, and assign such costs to that development. The economic impact on individuals and/or businesses would be an increase in development costs to property owners and other private entities. The economic impact on government is to provide funding for those public facilities which are specifically needed to serve new growth.

Anticipated New, Increased or Decreased Revenues

These amendments are intended to increase available revenues to local government for the purpose of constructing public facilities needed to serve new development.

Method Used in Determining Analysis

The analysis used to determine potential impacts of the proposed amendment is based on existing methodologies already adopted in the Land Development Code, and professional expertise.

Citation

Seminole County Comprehensive Plan (Vision 2020 Plan).

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: School Impact Fee Ordinance: Request to Advertise

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Tina Williamson **EXT:** 7375

MOTION/RECOMMENDATION:

1. Authorize the Planning & Development Director to schedule and advertise a public hearing to consider amendments to the Land Development Code of Seminole County relating to school impact fees; or

2. Continue the item until a time and date certain.

County-wide Tina Williamson

BACKGROUND:

A review of the Seminole County Public schools impact fee was concluded in May 2006 and an update to the review was done in June 2007. The study and update recommended changes to the school impact fee structure. Included in the changes proposed by the School Board are an increase in the impact fees and the incorporation of an escalator to adjust the fees annually to account for cost inflation.

The results of the study were reviewed at a Joint Work Session of the School Board and the Board of County Commissioners on January 23, 2007. The School Board also presented the results of the original study and the update to the Board of County Commissioners on May 22, 2007. At that meeting, the Board of County Commissioners authorized staff to schedule and advertise a public hearing for the Planning and Zoning Commission/LPA regarding the proposed school impact fee ordinance. That meeting occurred on July 11, 2007.

If authorized to proceed, the Scool Board is prepared to present their proposed amendment to the Board of County Commissioners as a public hearing item on August 28, 2007.

The Planning and Zoning Commission/LPA Recommendation

The Planning and Zoning Commission/LPA met on July 11, 2007 and voted 7 to 0 to find the proposed amendments to the School Impact Fee Ordinance consistent with the Comprehensive Plan.

The Planning and Zoning Commission/LPA met on July 11, 2007 and voted 4 to 3 to recommend approval of the attached Impact Fee Ordinance, which was provided to them by the School Board.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Planning & Development Director to schedule and advertise a public hearing to consider amendments to the Land Development Code of Seminole County relating to school impact fees.

ATTACHMENTS:

1. Ordinance
2. Economic Impact Statement
3. Private Property Rights Analysis

Additionally Reviewed By:

☑ County Attorney Review (Kimberly Romano)

ORDINANCE NO. 2007- ____ **SEMINOLE COUNTY, FLORIDA**

O R D I N A N C E

AN ORDINANCE AMENDING THE SEMINOLE COUNTY LAND DEVELOPMENT CODE DEALING WITH SEMINOLE COUNTY EDUCATIONAL SYSTEM IMPACT FEES; INCREASING IMPACT FEES; AMENDING SECTION 105.4 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE; AMENDING SECTION 105.21 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Seminole County Public School District prepared and submitted the School Impact Fee Analysis for Seminole County Florida, dated March 16, 2006 ("the Study"); and

WHEREAS, the projected capital improvements and additions to the educational system and the allocation of projected costs between those necessary to serve existing development and those required to accommodate the educational needs of future educational system impact construction are presented in the Study; and

WHEREAS, an economic impact statement has been prepared and is available for public review in accordance with the provisions of the Seminole County Home Rule Charter; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Draft #3 Do Not Execute

Section 1. Amendment to Section 105.4 of the Seminole County Land Development Code. Section 105.4 of the LDC is amended to read as follows:

Sec. 105.4 Incorporation of impact fee studyies.

The board hereby incorporates by reference the study entitled "Impact Fees for Educational Facilities in Seminole County, Florida," dated April 10, 1992, and the study entitled "School Impact Fee Analysis for Seminole County Florida," dated March 16, 2006, particularly the assumptions, conclusions and findings as to the determination of anticipated costs of the additions to the county educational system required to accommodate growth.

Section 2. Amendment to Section 105.21 of the Seminole County Land Development Code. Section 105.21 of the LDC is amended to read as follows:

Sec. 105.21. Imposition.

(a) All educational system impact construction occurring within the County, both within the unincorporated areas and within the boundaries of all municipalities, shall pay the educational system impact fee as established in this Chapter.

(b) The board hereby adopts the following educational system impact fee, which shall be imposed upon all educational system impact construction occurring within the County:

Single Family Detached House	$5,342.00 per Dwelling Unit
Town Home Units:	$2,564.00 per Dwelling Unit

Draft #2. Do Not Execute

Multi- Family Units:	$2,340.00 per Dwelling Unit
Mobile Home Units:	$2,005.00 per Dwelling Unit

To account in part for the effects of inflation on the costs of school construction, impact fees shall increase by a percentage each year determined by the lower of the Engineering News and Record Construction Cost Index or 3% of the then current impact fee.

~~Single Family Detached House~~	~~$1,384 per Dwelling Unit~~
~~Multi Family Dwelling Unit~~	~~$ 639 per Dwelling Unit~~
~~Mobile Home~~	~~$ 955 per Dwelling Unit~~

Section 3. Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such section, paragraph, sentence, clause, phrase or word may be severed from this ordinance and the balance of this Ordinance shall not be affected thereby.

Section 4. Codification. 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 Land Development Code and that the word "Ordinance" may be changed to "section," "article," or other appropriate word and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Sections 3, 4, and 5 shall not be codified.

Draft - Do Not Execute

Section 5. Effective Date. This Ordinance shall take effect on _____.

Enacted this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Carlton D. Henley, CHAIRMAN

P:\Users\klaucella\MYDOCS\ORD\Impact fee Ord07RAMrevised.doc

Draft #3: Do Not Execute

Seminole County
ECONOMIC IMPACT STATEMENT

Date:	7/11/07	**Department//Division:**	Planning and Development-Planning Division
Contact:	Tina Williamson	**Phone:**	407-665-7375
Action:	Ordinance amending the Land Development Code		
Topic:	Amendment to the Land Development Code of Seminole County relating to school impact fees.		

Describe Project/Proposal

Ordinance amending the Land Development Code for the purpose of increasing school impact fees.

This Ordinance may have an economic impact on individuals, businesses, or government, based on the following provisions of the proposed amendments to the Land Development Code:

The proposed ordinance would increase school impact fees for construction that has impacts on the educational system.

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

This ordinance would most likely not have a direct economic impact upon the operation of the County because school impact fees are paid to the School District.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

The economic impact on individuals and/or businesses would be an increase in development costs to property owners and other private entities.

Identify Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

The proposed impact fee ordinance would increase new development's pro rata share of infrastructure costs, which may result in additional revenues available to the School Board for the purpose of constructing school facilities to address new growth.

Citation

Seminole County Home Rule Charter.

Seminole County
PRIVATE PROPERTY RIGHTS ANALYSIS
Amendments to the Land Development Code Regarding School Impact Fees

Date:	7/11/07	**Department/Division:**	Planning and Development/ Planning Division
Contact:	Tina Williamson	**Phone:**	407-665-7375
Action:	Amendment of the Land Development Code increasing school impact fees.		

Describe Project/Proposal

The Seminole County School Board is requesting to increase the School Impact Fees.

Estimated Economic Impact on Individuals, Businesses, or Government

The economic impact on individuals and/or businesses would be an increase in development costs to property owners and other private entities.

Anticipated New, Increased or Decreased Revenues

These amendments are intended to increase revenue available to the School Board for the purpose of constructing school facilities to address new growth.

Method Used in Determining Analysis

The analysis used to determine potential impacts of the proposed amendment is based on existing methodologies already adopted in the Land Development Code and professional expertise.

Citation

Seminole County Comprehensive Plan (Vision 2020 Plan).

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Update to the Flood Prone Properties Ordinance-Request To Advertise

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Tina Williamson **EXT:** 7375

MOTION/RECOMMENDATION:
1. Authorize the Planning & Development Director to schedule and advertise public hearings to consider amendments to the Land Development Code of Seminole County relating to flood prone properties; or

2. Continue the item until a time and date certain.

County-wide Tom Helle

BACKGROUND:
In 1981 Seminole County adopted an ordinance creating sections 30.961-30.976 of the Land Development Code, which deals with flood prone properties. The proposed ordinance updates the existing ordinance to current Federal Emergency Management Agency (FEMA) standards by:

- adding definitions;
- adding a variance process whereby an affected party may appeal any and all of staff's determinations relative to the flood prone standards that were applied to their property to the Board Of County Commissioners; and
- providing numerous clarifications to the standards that make them more understandable to staff, contractors, and citizens.

If authorized to proceed, staff is prepared to present this proposed amendment to the Planning & Zoning Commission in a public hearing on September 5, 2007. It is anticipated that a 1:30 p.m. Board public hearing to adopt the amending ordinance would follow on September 25, 2007.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Planning & Development Director to schedule and advertise public hearings to consider amendments to the Land Development Code of Seminole County relating to flood prone properties.

ATTACHMENTS:

1. Ordinance
2. Private Property Rights Analysis
3. Economic Impact Statement

Additionally Reviewed By:

☑ County Attorney Review (Kimberly Romano)

ORDINANCE NO. 2007- ____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY; AMENDING SECTIONS 30.961, 30.963 THROUGH 30.968, 30.970 THROUGH 30.975; DELETING SECTION 30.969 OF THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY; CREATING SECTION 30.976 OF THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the flood hazard areas of Seminole County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages; and

WHEREAS, an economic impact statement has been prepared and is available for public review in accordance with the provisions of the Seminole County Home Rule Charter; and

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WHEREAS, the private property rights analysis relating to this Ordinance has been prepared and made available for public review in accordance with the requirements of the Seminole County Comprehensive Plan (SCCP).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Chapter 30, Section 30.961 Land Development Code of Seminole County is hereby amended as follows:

Purposes and intent.

It is the purpose of this part to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(a) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

(b) Require that uses vulnerable to floods including facilities which serve such uses be protected against flood damage throughout their intended life span ~~at the time of initial construction~~;

(c) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;

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(d) Control filling, grading, dredging and other development which may increase erosion or flood damage; and

(e) Prevent or ~~R~~regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Section 2. Chapter 30, Section 30.963 of the Land Development Code of Seminole County is hereby amended as follows:

~~Sec. 30.963. Flood-prone area zone classification created.~~

~~In addition to, and supplemental to, all Seminole County Zoning Requirements heretofore or hereafter established by designated zoning categories and classifications, there is hereby created a zoning classification to be known as the "Flood-Prone Area Zone Classification" (FP-1) in which all property situated in a flood-prone area, as defined in Chapter 2, shall be converted, improved or structurally altered without full compliance with the provision of this part and all other applicable regulations.~~

Section. 30.963. Definitions.

The following definitions apply only to the words or phrases used in this Part.

Accessory structure (Appurtenant structure) means a structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a

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minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this Part or a request for a variance.

Area if shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one- percent or greater chance of flooding in any given year. This term is synonymous with the phrase "special flood hazard area."

Base flood means the flood having a one percent change of being equaled or exceeded in any given year (also called the "100-year flood" and the "regulatory flood"). Base flood is the term used throughout this Part.

Base Flood Elevation means the water-surface elevation associated with the base flood.

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Basement means that portion of building having its floor sub-grade (below ground level) on all sides.

Building – see **Structure.**

Critical facility – means any structure of facility that produces, uses or stores highly volatile, flammable, explosive, toxic, and/or water-reactive materials; or any hospital nursing home or housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood; or any police station, fire station, vehicle and equipment storage facility, or emergency operation center that is needed for flood response activities before, during and after a flood. All critical facilities built after the date of this Part shall be flood protected from damage and loss of access as a result of the 500-year floor or the flood of record, which ever is greater.

Datum A reference surface used to ensure that all elevation records are properly related. Many communities have their own datum that was developed before there was a national standard. The current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.

Development means any man-made change to improved or unimproved or unimproved real estate, including, but not limited to

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buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Elevated building means a non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing Construction means, for the purposes of floodplain management, structures for which "the start of construction" commenced before the data of the initial Flood Insurance Rate Map (FIRM), May 5, 1981. Existing construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before May 5, 1981. This term may also be referred to as "existing structures".

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site

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grading or the pouring of concrete pads) was completed before May 5, 1981.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means:

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

(3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along a shore of a lake or other body of water as the result of erosion or

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undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood Insurance Rate Map (FIRM) means an official map of the community, issued by FEMA, which delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official hydraulic & hydrologic report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding").

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Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations of the community.

Floodplain management regulations means this Part and other zoning ordinances, subdivisions regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power which control development in flood-prone areas. This term describes Federal, State of Florida, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Flood proofing means any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

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Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floodway fringe means that area of the floodplain on either side of the regulatory floodway where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.

Freeboard means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the height, calculated for a selected frequency flood and floodway conditions.

Functionally dependent use means a use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

Hardship as related to variances from this Part means the exceptional hardship associated with the land that would result

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from a failure to grant the requested variance. A hardship is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as a hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

Historic Structure means any structure that is:

a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district

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preliminarily determined by the Secretary to qualify as a registered historic district;

c) Individually listed on the Florida inventory of historic places, which has been approved by the Secretary of the Interior; or

d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

1. By the approved Florida program as determined by the Secretary of the Interior, or

2. Directly by the Secretary of the Interior.

Lowest adjacent grade means the lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the non-elevation design standards of this Part.

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Manufactured home means a building, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the building value, which is the property value excluding the land value and that of the detached accessory structures and other improvements on site (as agreed to between a willing buyer and seller) as established by what the local real estate market will bear. Market value can be established by an independent certified appraisal (other than a limited curbside appraisal, or one based on income approach), Actual Cash Value (replacement cost depreciated for age and quality of construction of building), or adjusted tax-assessed values.

Mean Sea Level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this

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Part, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, or North American Vertical Datum (NAVD) of 1988.

National Geodetic Vertical Datum (NGVD) of 1929 means a vertical control used as a reference for establishing varying elevations within the floodplain.

New Construction means, for floodplain management purposes, any structure for which the "start of construction" commenced on or after May 5, 1981. The term also includes any subsequent improvements to such structures. For flood insurance rates, structures for which the start of construction commenced on or after the effective date of the date of an initial FIRM, May 5, 1981, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 5, 1981.

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North American Vertical Datum (NAVD) of 1988 means a vertical control used as a reference for establishing varying elevations within the floodplain.

Program deficiency means a defect in the community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations or of the standards required by the National Flood Insurance Program.

Public safety and nuisance means anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

a) Built on a single chassis;

b) 400 square feet or less when measured at the largest horizontal projection;

c) Designed to be self-propelled or permanently towable by a light duty truck; and

d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

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Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Remedy a deficiency or violation means to bring the regulation, procedure, structure or other development into compliance with State of Florida, Federal or local floodplain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this Part or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Shallow flooding means the same as area of shallow flooding.

Special flood hazard area means the same as area of special flood hazard.

Start of construction For other than new construction or substantial improvements under the Coastal Barrier Resources Act P.L. 97-348, includes substantial improvement, and means the

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date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means for floodplain management purposes a walled and roofed building, including gas or liquid storage tank that is principally above ground, as well as a manufactured home.

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Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any combination of reconstruction, rehabilitation, addition, or other improvement to a building, taking place during a (5) five year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of the building should be (1) the appraised value, as determined by a state certified appraiser, of the building prior to the start of the initial repair or improvement, or (2) the assessed value of the building prior to the start of the initial repair or improvement, or (3) in the case of damage, the value of the building prior to the damage occurring.

Time table – This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include any repair or improvement of a structure to correct existing violations of State of Florida or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement office prior to the application for permit for

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improvement, and which are the minimum necessary to assure safe living conditions.

Variance is a grant of relief from the requirements of this Part.

Violation means the failure of a structure or other development to be fully compliant with the requirements of this Part. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this Part is presumed to be in violation until such time as that documentation is provided.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Section 3. Chapter 30, Section 30.964 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.964. General standards.

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~~In all flood-prone areas the following general provisions are required:~~

This section entitled "General Standards" shall apply to all areas of special flood hazard within the jurisdiction of the Board of County Commissioners of Seminole County.

(1) Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Study (FIS) for Seminole County, dated September 28, 2007, with the accompanying maps and other supporting data, and any subsequent revisions thereto are adopted by reference into this Part. The Flood Insurance Study and Flood Insurance Rate Map are on file at Seminole County Building Department.

(2) Designation of Floodplain Administrator. The Deputy Building Official shall administer and implement the provisions of this Part and is herein referred to as the Floodplain Administrator.

(3) Establishment of Development Permit. A development permit shall be required in conformance with the provisions of this Part prior to the commencement of any development activities.

(4) Compliance. No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Part and other applicable regulations.

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(5) In all ~~flood-prone areas the following general provisions are required:~~ areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:

(a) New construction and substantial improvements shall be ~~anchored to prevent flotation, collapse or lateral movement of the structure~~ designed, or modified, and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(b) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces;

(c) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage. See the applicable Technical Bulletin or Bulletins for guidance;

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(d) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage. See the applicable Technical Bulletin or Bulletins for guidance;

(e) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and~~/or located~~ elevated 1' above Base Flood Elevation (BFE) so as to prevent water from entering or accumulating within the components during conditions of flooding;

(f) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(g) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

(h) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

(i) Any alteration, repair, reconstruction or improvements to a structure which is not in compliance with the

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provisions of this Part shall ~~meet the requirements of "new construction" as contained in this part.~~ be undertaken only if said non-conformity is not furthered, extended, or replaced;

(j) All improvements, modifications, and/or additions to all existing structures shall be calculated cumulatively for (5) five years from the date of the initial permit date. Additionally, all reconstruction and/or repairs to a damaged structure shall be calculated cumulatively for (5) five years fro the date of the initial permit date.

(k) All applicable additional Federal, State of Florida, and local permits shall be obtained and submitted to the Floodplain Administrator. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but not be limited to the following:

(1) St. Johns Florida Water Management District

(2) Department of Community Affairs

(3) Department of Health

(4) Department of Environmental Protection

(l) Standards for Subdivision Proposals and other Proposed Development (including manufactured homes):

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(1) All subdivision proposals shall be consistent with the need to minimize flood damage;

(2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;

(3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

~~(j) Encroachments. The cumulative effect of any proposed development shall not adversely affect the flood-prone area.~~

Section 4. Section 30.965 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.965. Specific standards.

~~The following requirements shall apply to all areas classified as flood-prone.~~

In all A-Zones where base flood elevation data have been provided (Zones AE, A1-30, and AH), as set forth in Section 30.964(1), the following provisions shall apply:

(a) No structure shall be constructed or placed and no land filling or grade level changes shall be permitted ~~within said classification~~ without the implementation and utilization of appropriate "flood-protection

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measures" as defined herein; and/or the implementation and utilization of on-site compensating storage if required pursuant to this part.

(b) No Structure shall be constructed or placed ~~within said classification~~ where a septic tank will be utilized to service said structure unless prior approval as to the use and location of said septic tank shall be obtained through the Seminole County Department of Health and other appropriate state agencies.

(c) No structure shall be constructed or placed and no land filling or grade level changes shall be permitted ~~within said classification~~ unless the resulting filling or change will not inhibit the flow of flood waters or drainage waters or cause erosion. All filling within said classification is limited to the minimum area necessary for a building site. In the event the necessary filling area for a building site is greater than ten percent (10%) of the total area within said classification, on-site compensating storage shall be provided. In riverine situations, notification of alteration or relocation of a

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watercourse will be in accordance with approved county procedures.

(d) No structure shall be constructed or placed and no land filling or grade level changes shall be permitted ~~within said classification~~ unless the resulting filling or change will not increase flooding of or drainage of lands above or below the property and the modification to an affected watercourse can be maintained.

(e) Residential Construction. New construction or substantial improvement of any residential structure (including manufactured home) shall have the lowest floor, including basement, all electrical equipment, all mechanical equipment elevated to no lower than one foot ~~six inches~~ (1') above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate ~~the unimpeded movements of flood waters shall be provided.~~ automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with the standards set forth in Section 30.965(h) of this Part.

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(f) Non-Residential Construction. All new construction or substantial improvement of any commercial, industrial, or non-residential structure (including manufactured home) shall have the lowest floor, including basement, all electrical, all mechanical, elevated to no more that one foot, ~~six inches~~ (1') above the ~~level of the~~ base flood elevation. All buildings in A-Zones may be flood-proofed, in lieu of being elevated, provided that all areas of the building components below the base flood elevation plus one foot, ~~six inches~~ (1') are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the Floodplain Administrator.

(g) Non-residential agricultural structures. Non-residential agricultural structures may be flood-proofed in lieu of being elevated provided that:

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1) All areas of the structure below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. ~~Such certification shall be as provided in 30.970(a)(3); or~~

2) All electrical, plumbing, and utility improvements, including but not limited to, circuit breakers, conductors, conduit or other devises that carry but do not utilize electricity; panel boards; power outlets; receptacles; service conductors; switchboards; and switches, are above the base flood elevations (1’).

(h) Elevated Buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor elevation shall be designed to preclude finished living space and

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designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

1) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

   i. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

   ii. The bottom of all openings shall be no higher than one foot above foundation adjacent interior grade (which must be equal to or higher in elevation that the adjacent exterior grade); and

   iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.

2) ~~Electrical, plumbing, and other utility connections are prohibited below the base flood elevation;~~

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Fully enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and

3) ~~Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior of door) or entry to the living area (stairway or elevator); and~~

4) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, per affidavit signed at issue of building permit.

(i) Manufactured Homes and Recreational Vehicles

(1) All manufactured homes that are placed, or substantially improved within Zones A1-30, AH, and AE, on sites (i) outside of an existing manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an

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existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, the lowest floor be elevated on a permanent foundation to (a minimum of one foot) the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(2) All manufactured homes to be placed or substantially improved in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE, that are not subject to the provisions of paragraph 4(a) of this Section, must be elevated so that either:

(i) The lowest floor of the manufactured home is elevated to no lower than one foot (1') above the base flood elevation, or

(ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength that are no less than 36 inches {**48 inches if 1' of freeboard adopted**} in height above the grade and securely

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anchored to an adequate foundation system to resist flotation, collapse, and lateral movement.

(c) All recreational vehicles placed on sites within Zones A1-30, AH, and AE must either:

(i) Be on the site for fewer than 180 consecutive days,

(ii) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions), or

(iii) Meet all the requirements for new construction, including anchoring and elevation requirements in accordance with Section B, provisions (4)(a) and (b) of this Article.

(6) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.

(7) Standards for streams with established Base Flood Elevations, without Regulatory Floodways

Located within the areas of special flood hazard established in Article 3, Section B, where streams exist

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for which base flood elevation data has been provided by the Federal Emergency Management Agency without the delineation of the regulatory floodway (Zones AE and A1-30), the following additional provisions shall also apply.

(a) Until a regulatory floodway is designated, no new construction, substantial improvements, or other development including fill shall be permitted within the areas of special flood hazard, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(b) Development activities which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies – with the community's endorsement – for a conditional FIRM revision, and receives the approval of the Federal Emergency Management Agency.

(j) Floodways. Located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous

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area due to the velocity of flood waters which carry debris, potential projectiles and have significant erosion potential, ~~therefore,~~ the following additional provisions shall apply:

(1) Prohibit encroachments, including fill, new construction, substantial improvements and other developments within the regulatory floodway unless certification and supporting technical data by a registered professional engineer is provided through hydraulic and hydrologic analyses performed in accordance with standard engineering practice demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge; and

(2) Prohibit the placement of manufactured homes, except in an existing manufactured homes park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards, elevation standards, encroachment standards and all other applicable standards are satisfied; and

(3) Development activities including new construction and substantial improvements that increase the water

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surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies – with the community's endorsement – for a conditional FIRM revision, and receives the approval of FEMA.

(4) When fill is proposed, in accordance with the permit issued by the Florida Department of Health, within the regulatory floodway, the development permit shall be issued only upon demonstration, by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood in accordance with Article 5, Section (7)(a).

Section 5. Section 30.966 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.966. ~~Standards for streams without established base flood elevations and/or floodways.~~ Specific standards for A-zones without base flood elevations and regulatory floodways.

~~The following provisions shall apply to flood-prone areas where small streams exist but where no base flood data have been provided or where no floodways have been provided:~~

~~(a) No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal~~

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~~to five (5) times the width of the stream at the top of bank or twenty (20) feet each side from top of bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.~~

~~(b) New construction or substantial improvements of structures shall be elevated or flood-proofed to elevations established in accordance with this part.~~

Located within the areas of special flood hazard established in Article 3, Section B, where there exist A Zones for which no base flood elevation data and regulatory floodway have been provided or designated by the Federal Emergency Management Agency, the following provisions shall apply:

(1) Require standards of Article 5, Section A.

(2) The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State of Florida, or any other source, in order to administer the provisions of this Part. When such data is utilized, provisions of Article 5, Section B shall apply. The Floodplain Administrator shall:

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(a) Obtain the elevation (in relation to the mean sea level) of the lowest floor (including the basement) of all new and substantially improved structures,

(b) Obtain, if the structure has been flood-proofed in accordance with the requirements of Section B(2) of Article 5, the elevation in relation to the mean sea level to which the structure has been flood proofed, and

(c) Maintain a record of all such information.

(3) Notify, in riverine situations, adjacent communities, the State of Florida, Department of Community Affairs, NFIP Coordinating Office, and the applicable Water Management District prior to any alteration or relocation of a watercourse, and submit copies of such notification to FEMA.

(4) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

(5) Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to

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applicable State of Florida and local anchoring requirements for resisting wind forces.

(6) When the data is not available from any source as in paragraph (2) of this Section, the lowest floor of the structure shall be elevated to no lower than three feet above the highest adjacent grade.

(7) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data.

Section 6. Section 30.967 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.967. ~~Additional factors to be considered in evaluating structure proposals in flood-prone areas.~~. Standards for AO-Zones.

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist and the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply:

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(1) All new construction and substantial improvements of residential structures in all AO Zones shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade.

(2) All new construction and substantial improvements of non-residential structures shall:

(a) Have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to at least two feet above the highest adjacent grade, or

(b) Together with attendant utility and sanitary facilities be completely flood proofed to that level to meet the flood proofing standard specified in Article 5, Section B(2).

(3) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.

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~~No location of a structure in flood-prone areas, shall be approved by the county engineer and/or the board of county commissioners unless all relevant factors specified in other sections of this chapter and, to the extent applicable, the following general criteria and guidelines have been considered.~~

~~(a) The danger to life and property due to increased erosion, flood heights or velocities caused by encroachment;~~

~~(b) The danger that materials may be swept onto other lands or downstream to the injury of others;~~

~~(c) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions;~~

~~(d) The susceptibility of the proposed facility and its contents to flood damage;~~

~~(e) The importance of the services provided by the proposed facility to the community;~~

~~(f) The requirements of the facility for a waterfront location;~~

~~(g) The availability of alternative locations not subject to flooding or erosion damage for the proposed use and under the ownership of the applicant;~~

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~~(h) The compatibility of the proposed use with existing and anticipated development;~~

~~(i) The relationship of the proposed use to the comprehensive plan, wetlands overlay zoning distance regulations and flood-plain management program for the area;~~

~~(j) The safety of access to the property in times of flood for ordinary and emergency vehicles.~~

~~(k) The expected heights, velocity, duration, rate of rise, and sediment transport of flood waters expected at the site; and~~

~~(l) Such other factors as shall be relevant to the purposes of this chapter.~~

Section 7. Section 30.968 of the Land Development Code of Seminole County is hereby created as follows:

Section 30.968. Variances.

The Board of County Commissioners of Seminole County shall hear and decide requests for variances from the requirements of this Part.

(a) Variance Criteria. Variances shall only be issued under this Part under the following circumstances:

(1) There is a showing of good and sufficient cause; and

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(2) A determination is made that failure to grant the variance would result in exceptional hardship; and

(3) A determination is made that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances; and

(4) A determination is made that the variance is the minimum necessary deviation from the requirements of this Part; and

(5) Variances shall not be granted after-the-fact.

(b) Additional Considerations. In acting upon variance applications under this Part, the Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this Part, and:

(1) The danger that materials may be swept onto other lands to the injury of others;

(2) The danger of life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

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(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity to the facility of a waterfront location, where applicable;

(6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

(7) The compatibility of the proposed use with existing and anticipated development;

(8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and

(11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

(c) Records. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances in

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the community's NFIP Biennial Report or upon request to FEMA and the State of Florida, Department of Community Affairs, NFIP Coordinating Office.

(d) Written Notification Requirement. Any applicant to whom a variance is granted shall be given written notice, signed by the Floodplain Management Administrator, of the following:

(1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and

(2) Such construction below the base flood level increases risks to life and property.

A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of the Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

(e) Variances for Historic Structures. Variances may be issued for the repair or rehabilitation of "historic" structures – meeting the definition in this Part – upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a "historic" structure.

(f) Structures in the Regulatory Floodway. Variances shall not be issued within any designated floodway if any impact in flood

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conditions or increase in flood levels during the base flood discharge would result.

~~The following shall apply to all subdivision proposals required to comply with the requirements of this Code.~~

~~(a) All shall be consistent with the need to minimize flood damage;~~

~~(b) All shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;~~

~~(c) All shall have adequate drainage provided to reduce exposure to flood hazards; and~~

~~(d) All subdivision proposals which are greater than fifty (5) lots or five (5) acres shall provide base flood elevation data.~~

Section 8. Section 30.969 of the Land Development Code of Seminole County is hereby deleted and reserved.

Section 9. Section 30.970 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.970. ~~Building p~~ Permit procedures.

Application for a ~~building permit~~ Development Permit shall be made to the ~~building division~~ Floodplain Administrator on forms furnished by him or her prior to any development activities, and

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may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

(1) Application Stage:

a) Elevation in relation to ~~National Geodetic Vertical Datum and location of the proposed lowest floor (including basement) of all structures~~ mean sea level of the proposed lowest floor (including basement) of all buildings;

b) Elevation in relation to ~~National Geodetic Vertical Datum , to which any nonresidential agriculture structure will be floodproofed~~ mean sea level to which any non-residential building will be flood-proofed;

c) Certificate from a registered professional engineer or architect that the flood-proofed non-residential building will meet the flood-proofing criteria set out herein;

d) ~~Certificate from a registered professional engineer that compensating storage has been provided, if required;~~

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e) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and

(2) Construction Stage:

Upon completion of the lowest floor, ~~and/or necessary floodprotection~~ or flood-proofing by whatever construction means, it shall be the duty of the permit holder to submit to the ~~building division~~ Floodplain Administrator ~~a certification of the actual location and elevation)~~ the NGVD or NAVD elevation of the lowest floor and the actual lowest flood protected elevation (if applicable), as built, in relation ~~to National Geodetic Vertical Datum~~ to mean sea level. The certification ~~of the lowest floor elevation~~ shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When flood proofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a ~~registered engineer or architect~~ professional engineer or registered land surveyor, and certified by same. Any work undertaken prior to submission of the certification ~~and prior to verification by the county engineer, or his designee,~~ shall be at the permit holder's risk.

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~~The building division shall retain and preserve a copy of all required certificates after review and verification by the county engineer or his designee.~~

The Floodplain Administrator shall review the lowest floor and flood-proofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct violations detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

Section 10. Section 30.971 of the Land Development Code is hereby amended as follows: **Duties and responsibilities of the ~~county engineer~~ floodplain administrator.**

~~The county engineer, or his designee, shall be responsible for determining whether the requirements of this part have been complied with. Duties of the county engineer, or his designee, shall include, but not be limited, to the following:~~

Duties of the Floodplain Administrator shall include, but are not limited to:

(1) Review ~~all development~~ permits to assure that the requirements of this part have been satisfied;

(2) Advise permit holder that additional federal, State of Florida, or local permits may be required, and if ~~specific~~

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~~federal or state permit requirements are known,~~ such additional permits are necessary, especially as it relates to Chapters 161.053; 320.8249; 320.8359; 373.036; 380.05; 381.0065 and 553, Part IV, Florida Statutes, require that copies of such permits be provided and maintained on file with the development permit;

(3) Notify adjacent communities, the Department of Community Affairs of the State of Florida, the Division of Emergency Management, the St. Johns Water Management District, the Federal Emergency Management Agency and other Federal and/or State of Florida agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse ~~and submit evidence of such notification to the Federal Emergency Management Agency~~;

(4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained ~~not diminished~~;

~~(5) Review and verify the actual location and elevation of the lowest floor of all structures covered under this part.~~

~~(6) Review and verify the certification of the actual location and lowest flood-proofed elevation of all structures covered under this part in which flood-protection measures are utilized~~

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~~(7) Where interpretation is needed as to the exact location of boundaries of flood prone areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the county engineer shall make the necessary interpretation as provided in 30.961(a) hereto.~~

~~(8) When base flood elevation data or floodway data have not been provided in accordance with Sections 30.964 and 30.965, then the county engineer shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of this part.~~

~~(9) All other duties and responsibilities as may be required by the board of county commissioners of by the county engineer to enforce the provisions of this part.~~

(10) Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been flood-proofed, in accordance with Article 5, Section B(2);

(11) Review certified plans and specifications for compliance. When flood-proofing is utilized for a particular building, certification shall be obtained from a registered engineer or registered land surveyor certifying that all areas of the buildings below the required elevation are water tight

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with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy in compliance with Article 5, Section B(2) of this Part.

(12) Interpret the exact location of boundaries of the areas of special flood hazard. When there appears to be a conflict between a mapped boundary and actual field conditions, the Floodplain Administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article;

(13) Coordinate all change requests to the FIS, FIRM and FBFM with the requester, State of Florida, and FEMA; and

(14) Where Base Flood Elevation is utilized, obtain and maintain records of lowest floor and flood proofing elevations for new construction and substantial improvements in accordance with Article 5, Sections B(1) and (2), respectively.

Section 11. Section 30.972 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.972. Appeals.

The Board of County Commissioners of Seminole County shall hear and decide appeals from determinations of the Floodplain

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Administrator. Any person aggrieved by ~~the~~ a decision made pursuant to this Part by the ~~of the County Engineer,~~ Floodplain Administrator ~~regarding approval of construction, land filling or grade level changes pursuant to this Part~~ may file a written appeal with the Floodplain Administrator ~~County Engineer~~ within thirty (30) days of said decision. ~~to have the plan considered by the Board of County Commissioners.~~ An appeal to the Board of County Commissioners may be heard and decided upon~~,~~ only when it is alleged that there is an error in any requirement, decision, or determination was made by the ~~County Engineer~~ Floodplain Administrator in the enforcement or administration of this Part.

Section 12. Section 30.973 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.973. Interpretation.

In the interpretation and application of this Part all provisions shall be considered as minimum requirements; liberally construed in favor of Seminole County; and deemed neither to limit nor repeal any other powers granted under State of Florida statutes.

Section 13. Section 30.974 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.974. Construction.

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This part shall be deemed to be cumulative, supplemental, and, in addition to other land development regulations ~~zoning resolutions and classification~~. Where the requirements of this ~~zoning classification and~~ ~~p~~Part ~~shall~~ conflict with the requirements of other land development regulations ~~zoning classifications and ordinances~~ in the Seminole County ~~Zoning~~ Land Development Code, this ~~p~~Part shall take precedence. Wherever possible, this ~~p~~Part shall be read in conjunction with existing land development regulations ~~zoning classifications and resolutions~~ and shall be regarded as imposing additional restrictions.

Section 14. Section 30.975 of the Land Development Code of Seminole County is hereby amended as follows:

Section 90.975. Warning and disclaimer of liability.

The degree of flood protection required ~~"by FP-1 Flood-Prone Classification"~~ is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These provisions do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. These provisions shall not create liability on the part of the Board of County Commissioners of Seminole County or by any officer or employee

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thereof for any flood damages that result from reliance on these provisions or any administrative decision lawfully made there under.

Section 15. Section 30.976 of the Land Development Code of Seminole County is hereby created as follows:

Section 30.976. Penalties for violation.

Violation of the provisions of this Part or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall be punishable for a non-criminal violation. Any person who violates this Part or fails to comply with any of its requirements shall, upon adjudication therefore, be fined not more than $500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as is necessary to prevent or remedy any violation.

Section 16. Severability. If any section or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of this Ordinance.

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Section 17. Codification. It is the intention of the Board that the provisions of this Ordinance shall not be codified.

Section 18. Effective Date. This Ordinance shall become effective upon filing a copy of this ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ENACTED this _____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

_____
CARLTON D. HENLEY, Chairman

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Seminole County
PRIVATE PROPERTY RIGHTS ANALYSIS
Amendments to the Land Development Code Regarding Flood Prone Properties

Date:	8/14/07	**Department/Division:**	Planning and Development/ Building Division & Planning Division
Contact:	Tom Helle	**Phone:**	407-665-7338
Action:	Amendment of the Land Development Code regarding flood prone properties.		

Describe Project/Proposal

In 1981 Seminole County adopted an ordinance creating sections 30.961-30.976 of the Land Development Code, which deals with flood prone properties. The proposed ordinance updates the existing ordinance to current Federal Emergency Management Agency (FEMA) standards by adding additional definitions and an appeal process.

Estimated Economic Impact on Individuals, Businesses, or Government

This ordinance would most likely not have a direct economic impact upon the operation of the County because the proposed ordinance does not change existing standards. It only adds definitions and an appeals process.

Anticipated New, Increased or Decreased Revenues

There are not any anticipated new, increased or decreased revenues resulting from the proposed ordinance.

Method Used in Determining Analysis

The analysis used to determine potential impacts of the proposed amendment is based on existing methodologies already adopted in the Land Development Code and professional expertise.

Citation

Seminole County Comprehensive Plan (Vision 2020 Plan).

Seminole County
ECONOMIC IMPACT STATEMENT

Date:	8/14/07	**Department//Division:**	Planning and Development/Building Division & Planning Division
Contact:	Tom Helle	**Phone:**	407-665-7338
Action:	Ordinance amending the Land Development Code		
Topic:	Amendment to the Land Development Code of Seminole County relating to flood prone properties.		

Describe Project/Proposal

In 1981 Seminole County adopted an ordinance creating sections 30.961-30.976 of the Land Development Code, which deals with flood prone properties. The proposed ordinance updates the existing ordinance to current Federal Emergency Management Agency (FEMA) standards by adding additional definitions and an appeal process.

This Ordinance will not have an economic impact on individuals, businesses, or government, based on the following provisions of the proposed amendments to the Land Development Code:

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

This ordinance would most likely not have a direct economic impact upon the operation of the County because the proposed ordinance does not change existing standards. It only adds definitions and an appeals process.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

There is no economic impact on individuals and/or businesses.

Identify Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

There is no potential Indirect Economic Impact as a result of the Adoption of the proposed ordinance.

Citation

Seminole County Home Rule Charter.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Briefing on required Interlocal Agreement for Public School Facility Planning and School Concurrency, and Public School Facilities Element for Comprehensive Plan

DEPARTMENT: Planning and Development **DIVISION:** Administration - Planning and Development

AUTHORIZED BY: Dori DeBord **CONTACT:** Sheryl Stolzenberg **EXT:** 7383

MOTION/RECOMMENDATION:
Staff is briefing the Board on the draft Interlocal Agreement and the Public School Facilities Element, and advising them of the process and timeframes allocated to the adoption of this Element as part of the Comprehensive Plan.

County-wide Dori DeBord

BACKGROUND:

Legislation enacted by the 2005 Florida Legislature requires a comprehensive approach to school planning by revising laws that govern both School Districts and local government planning. A new Interlocal Agreement is the first step in the process. The new Interlocal Agreement must include not only the process of coordinating land use planning and development approvals with school facility planning, but also a Level of Service (LOS) for schools and a process for school concurrency that applies throughout each district.

In addition to the new Interlocal Agreement, each local government is also required to adopt a Public School Facilities Element as a part of the local government comprehensive plan. In addition, local governments must amend the Capital Improvements Element to include those portions of the School Board Schedule of Improvements that deal with school capacity, and amend the Intergovernmental Coordination element and any other relevant elements.

The draft Interlocal Agreement for Seminole County, its cities and the School District has been written over the past year through the work of the Planning Technical Advisory Committee (PTAC). The draft identifies a tiered level of service (an LOS for 2008 through 2012 , and a second LOS that will apply beginning in 2013.) The concurrency process requires each local government, including the County, to require new residential development to be evaluated by the School Board, which will, in turn, issue a School Capacity Availability Letter Determination indicating whether adquate school facilities exist. Concurrency will be applied through the use of Concurrency Service Areas (CSAs) based on grouped school attendance zones.

State law has provided guidance to make this determination: new school capacity that is in place or under construction in the first three years of the School Board's Capital Improvement Program is considered as available capacity. In the event that capacity is not available in accordance with that definition, developers may also work with the School Board through the use of the Proportionate Share Mitigation methodology spelled out in both the Interlocal and the draft Public School Facilities Element.

The draft Public School Facilities Element contains goals, objectives and policies required by the State Legislation to explain how Seminole County, its cities and the School Board will share data, plan for future school capacity, ensure compatibility of schools with adjacent land uses and plan for provision of services to the schools (such as sidewalks and potable water). The draft Element for Seminole County was written to be compatible with the Seminole County Comprehensive Plan.

The State Legislation included a statewide deadline for adoption of these items. The Department of Community Affairs (DCA), working within that deadline, set January 1, 2008 as the deadline for Seminole County and its cities.

The draft Public School Facilities Element and accompanying element amendments will be heard by the Planning and Zoning Commission at their August 1, 2007 regular hearing. Staff has scheduled a BCC transmittal hearing for the Public School Facilities Element and a BCC adoption hearing for the Interlocal Agreement for August 28, 2007.

STAFF RECOMMENDATION:

Staff is briefing the Board on the draft Interlocal Agreement and the Public School Facilities Element, and advising them of the process and timeframes allocated to the adoption of this Element as part of the Comprehensive Plan.

ATTACHMENTS:

1. Draft Public School Facilities Element
2. Exhibits for Draft Public School Facilities Element
3. Draft Interlocal Agreement for Public School Planning

Additionally Reviewed By:

☑ County Attorney Review (Kimberly Romano)

PUBLIC SCHOOL FACILITIES ELEMENT
INTRODUCTION

The Public Schools Facility Element includes objectives and policies to support the provision of public school facilities in a timely manner. The Board of County Commissioners does not have the authority to directly provide school facilities, but is required by State Law to work with the Seminole County School Board to address the coordination of public school facility planning with land use planning and development approvals.

Legislation enacted by the 2005 Florida Legislature mandated a comprehensive approach to school planning by revising laws that govern both School Districts and local government planning. A new *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency* that included procedures for coordinating land use planning, development approvals and school planning was the first step in this process. The Interlocal Agreement, including the process for 'school concurrency' (coordination of planning to ensure school capacity availability as needed by new developments in accordance with State Law) was adopted by the Board of County Commissioners, City Commissions, and the Seminole County School Board in 2007.

The new requirements of the 2005 Legislation also included adoption of a Public School Facilities Element containing a proportionate-share mitigation methodology and the following additional amendments:

- Adoption within the County's Capital Improvements Element of the Level of Service standards applicable countywide that establish maximum permitted school utilization rates relative to capacity;
- Adoption within the County's Capital Improvements Element of the financially feasible Public School Capital Facilities Program addressing school capacity improvements that is adopted as part of the Seminole County School Board's overall Capital Improvements Program;
- Amendments to the County's Implementation Element to include school concurrency in the Concurrency Management System; and
- Amendments to the County's Intergovernmental Coordination Element to revise objectives and policies that address the County's process of coordination with the School Board.

Exhibits illustrating the following were included in the Public School Facilities Element: locations of existing schools; locations of proposed capital improvements to existing school facilities (as identified in the Support Document exhibit "Proposed Public School Additions"), and existing ancillary plant facilities. No new ancillary plant facilities are planned. Locations of proposed new schools are not identified at this time and cannot be mapped. The Concurrency Service Area (CSA) boundary maps were included in the Support Document.

(New element added: Amendment 07EX2.TXT01; Ordinance 2007-xx, xx/xx/xx/)

PUBLIC SCHOOL FACILITIES ELEMENT
ISSUES AND CONCERNS

Issue PSF 1 **Identifying sites for future school facilities**

In 1999, in compliance with changes to the State Planning Law, Seminole County specified those land use designations in the unincorporated area within which schools are allowable uses. However, based on the findings of the 2006 Evaluation and Appraisal Report (EAR), available vacant land in the unincorporated area with site sizes most desired by the School Board has been increasingly in short supply. The 2006 EAR findings indicated, in fact, that most development in unincorporated Seminole County was anticipated to primarily take place in future on infill parcels, or within areas in need of redevelopment. The lack of significant tracts of land in the increasingly urban unincorporated area will also affect potential public facilities with which a school might have co-located. School Board site standards may need to be re-examined in light of the shortage of lands. The *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency* provides a process for identifying future school sites. The process includes, at a minimum, semi-annual meetings of the Planning Technical Advisory Committee (PTAC) that can be used to coordinate land use and school facility planning. The next step in that process is a committee created by the *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency*, the Public Schools Facilities Planning Committee (PSFPC). The PSFPC has several responsibilities, including review of PTAC findings and submittal of recommendations to the School Board. In order to ensure that the redevelopment and revitalization of older portions of unincorporated Seminole County can continue, the issue of sites will continually need to be addressed as part of the ongoing cooperative planning effort specified by *the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency*.

Issue PSF 2 **Population and Student Projections**

In accordance with the *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency*, the County and School Board will share population projections and projections of student enrollment for use in their planning efforts. The *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency* specifies that the parties will use student enrollment projections provided by the School Board. However, the source of student enrollment projections is based on the Capital Outlay Full Time Equivalent (COFTE) cohort projections issued by the Department of Education in July of each year. These COFTE projections are related to past enrollment trends and do not consider such factors as redevelopment. The County rarely uses age cohort information in its general planning efforts. The findings of the 2006 Evaluation and Appraisal Report (EAR) included population projections revealing continued population growth for the 2006-2025 planning horizon at a rate of 15% annually. The rate is slower than in past because redevelopment tends to take place at a slower rate. As the COFTE projections do not include the

anticipation of redevelopment, the concern remains that redevelopment efforts may by stymied by lack of planning for students that may be generated by redevelopment efforts, unless proportionate share mitigation efforts or other mechanisms are used.

Issue PSF 3 **Proportionate Share Mitigation Efforts and Alternative mechanisms for ensuring school capacity**

The *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency* outlined the process by which the School Board may entertain proportionate share mitigation options. Proportionate share mitigation allows a developer to pay that portion of the cost of providing capacity in a school facility that is necessary to serve that particular development or redevelopment project. The methodology for calculating a developer's proportionate share as specified in the *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency* is included in this Element and will be added to the County's Land Development Code (LDC) after July 1, 2008 as part of the Concurrency Management System. Mitigation options offer a variety of alternatives, including construction of a charter school by the developer. If a mitigation proposal fails, the *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency* offers an appeal process specified by Chapter 120, Florida Statutes (F.S.) as an alternative.

Another allowable alternative mechanism for mitigation impacts on schools is the establishment of an Educational Facilities Benefit District as allowed by Section 1013.355, F.S. This option permits school districts and local governments to enter into separate Interlocal Agreements to arrange for financing a school to allow redevelopment, revitalization or other development efforts, when property owners involved agree to this special assessment. Osceola County adopted an ordinance creating such a District in 2003. Should redevelopment and revitalization efforts in unincorporated Seminole County be unable to proceed, even with proportionate share mitigation, further examination of the use of an Educational Facilities Benefit District may be needed.

PUBLIC SCHOOL FACILITIES ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL

As a basic tenet of community life, it is the goal of Seminole County to contribute to and maintain a high quality public school environment and diverse education system.

OBJECTIVE PSF 1 LEVEL OF SERVICE STANDARDS AND SERVICE BOUNDARIES

The County shall coordinate with the School Board in the School Board's efforts to correct existing deficiencies and address future needs through implementation of adopted level of service standards and appropriate public school facility service area boundaries. The level of service standard is a countywide standard specified in the "2007 Interlocal Agreement for Public School Facility Planning and School Concurrency", wherein the following terms are used: Permanent FISH, meaning the permanent facilities within the inventory of land, buildings and rooms in public educational facilities used by the Florida Department of Education, Office of Educational Facilities; and Level of Service (LOS) Standard, meaning a standard established to measure utilization of capacity within a Concurrency Service Area (CSA). Current LOS within a CSA is determined by dividing the full-time equivalent student count (FTE) for the Fall Semester at the same type of schools by the permanent FISH capacity of the same type of schools. Projected or future LOS is determined by the dividing the projected enrolled students at the same type of schools within a CSA by the planned permanent FISH capacity of the same type of schools.

Policy PSF 1.1 **Adoption of Level of Service Standards (LOS)**

To ensure that the capacity of schools is sufficient to support student growth, Seminole County, the cities within the County and the School Board agree that the desired LOS standard shall be 100% of the aggregate permanent FISH capacity for each school type within each Concurrency Service Area (CSA.) To financially achieve the desired LOS standard, the following tiered LOS standard is established as follows:

	2008 - 2012	Beginning 2013
Elementary and Middle CSA	100% of Permanent FISH Capacity	100% of Permanent FISH Capacity
High School CSA	110% of Permanent FISH Capacity	100% of Permanent FISH Capacity

Policy PSF 1.2 **Use of Level of Service Standards (LOS)**

The County shall operate its concurrency management system (CMS) with the input of the School Board regarding compliance with the level of service standard (LOS) that has been established for each type of school in order to ensure that the LOS is maintained.

Policy PSF 1.3 **Use of Concurrency Service Area (CSA) Boundaries**

School concurrency shall be implemented in Seminole County using Concurrency Service Area Boundaries (CSAs) as adopted by the Seminole County School Board.

Policy PSF 1.4 **CSAs for each type of school**

The CSA boundaries established by the School Board will be based on clustered attendance zones for each school type (elementary, middle and high school) and will be re-evaluated by the School Board as needed.

Policy PSF 1.5 **Review of boundary changes**

The County shall review proposed public school facility service area boundary changes and submit comments to the School District within forty-five (45) days of receipt.

Policy PSF 1.6 **Coordination of School District Capital Program and Potential Service Area Boundary changes**

The School Board annual update of its Capital Improvements Schedule will include review of service area boundaries, and, if necessary updates to the CSA map.

OBJECTIVE PSF 2 DEVELOPMENT REVIEW COORDINATION TO ACHIEVE CONCURRENCY

The County will coordinate its development review efforts with the Seminole County School Board and the cities to achieve concurrency in all public school facilities serving students who reside in the unincorporated area.

Policy PSF 2.1 **Development Review Process**

No new rezonings, conceptual plans, preliminary plats, site plans or planned developments will be approved by the County until a School Capacity Availability Letter has been issued, pursuant to the availability standard specified in Section 163.3180(13)(e), F.S., unless the development has been found exempt from school concurrency.

Policy PSF 2.2 **Adoption of School Concurrency Regulations**

By July 1, 2008, Seminole County shall adopt school concurrency provisions into its Land Development Code (LDC) consistent with the requirements of the *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency for Coordinated Planning and School Concurrency*, adopted in 2007.

OBJECTIVE PSF 3 COORDINATION OF EXISTING AND FUTURE SCHOOL FACILITY PLANNING WITH THE FUTURE LAND USE ELEMENT AND DEVELOPMENT APPROVAL PROCESS

The County shall coordinate future siting of schools and capacity needs with development permitting and changes to the Future Land Use Plan Map (FLUM).

Policy PSF 3.1 **Coordination of comprehensive plan amendments and facility planning**

The County will coordinate the timing and approval of administrative and privately submitted comprehensive plan land use map amendments with the availability of school facility capacity.

Policy PSF 3.2 **Site sizes and co-location in unincorporated Seminole County**

The County shall follow the site selection process identified in the *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency for Public School Facility Planning and Concurrency*. In addition, the County will work with the School District staff to identify sites for future educational facilities in the unincorporated area that meet the minimum standards of the School Board where possible and where consistent with the provisions of the Seminole County Plan. When the size of available sites does not meet the minimum School Board standards, the County will support the School Board in efforts to use standards more appropriate to a built urban environment. To the extent feasible, as a solution to the problem of lack of sufficiently sized sites, the County shall work with the School Board to achieve co-location of schools with County facilities such as libraries, parks and other County facilities.

Policy PSF 3.3 **County participation in Planning Technical Advisory Committee (PTAC)**

The County shall be represented at the Planning Technical Advisory Committee (PTAC) meetings, as provided in the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency for Coordinated Planning and School Concurrency, for purposes of discussing population projections and other data.

Policy PSF 3.4 **Determining Impacts**

The County and School District staff shall coordinate the determination of school capacity demands of new residential development through the development review process, during which time the School District staff shall apply student generation multipliers consistent with those applied by the Seminole County School Board as well as supplemental multipliers for mixed use development, and the Department of Education (DOE) student enrollment projections.

Policy PSF 3.5 **Notification of Submittal of Residential Applications**

The County shall notify the School Board's Planner of the submittal of all residential development pre-applications or formal applications within fifteen (15) days of

submittal to the County and shall provide copies of subdivision plans and site plans with residential development for review.

Policy PSF 3.6 **Notification of agendas**

The County shall continue to provide the School Board Planner with agendas containing proposed residential developments for pre-application conference, Development Review Committee, Local Planning Agency and County Commission meetings.

OBJECTIVE PSF 4 CONCURRENCY

The County shall require that public school facility capacity is available concurrent with the impacts of new residential development, as required by Section 163.3180(13)(e), Florida Statutes (F.S.)

Policy PSF 4.1 **Timing of Concurrency Review**
Seminole County shall require that all new residential development be reviewed for school concurrency at the time of preliminary subdivision or site plan submittal.

Policy PSF 4.2 **Results of Concurrency Review**
In compliance with the availability standards of Section 163.3180(13)(e), F.S., the County shall not deny a preliminary subdivision plan or site plan due to failure to achieve the adopted Level of Service (LOS) for public school facilities when the following occurs:

- Adequate school facilities are planned and will be in place or under construction within three (3) years of the date of approval of a final subdivision plan or site plan.
- The developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities consistent with the methodology in the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency for Coordinated Planning and School Concurrency, which has been adopted into the County's Land Development Code (LDC).

Policy PSF 4.3 **Residential Uses Exempt from the Requirements of School Concurrency**
The following residential uses shall be exempt from the requirements of school concurrency:

- All single family lots of record at the time the school concurrency implementing ordinance became effective.
- Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site specific development order prior to the commencement date of the School Concurrency Program.
- Any amendment to a previously approved residential development which does not increase the number of dwelling units or change the type of dwelling units (i.e., single family to multi-family, for example.)
- Any age restricted community with no permanent residents under the age of 18 (a restrictive covenant limiting the age of residents to 18 and older shall be required.)

Policy PSF 4.4 **Use of Revenues Received Through Proportionate Share Mitigation**
Any revenues received for proportionate share mitigation are to be spent on capital improvement projects to expand capacity for school facilities to enable them to accommodate students.

Policy PSF 4.5 Proportionate Share Mitigation

In the event there is not available school capacity to support a development, the School Board may entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the developer to mitigate the impact from the development through the creation of additional school capacity.

A. When the anticipated student impacts from a proposed development cause the adopted LOS to be exceeded, the developer's proportionate share will be based on the number of additional student stations necessary to achieve the established LOS. The amount to be paid will be calculated by the cost per student station for elementary, middle and high school as determined and published by the State of Florida.

B. The methodology used to calculate a developer's proportionate share mitigation shall be as follows:

Proportionate Share = ([1]Development students - Available Capacity) x [2]Total Cost per student station

Where:

[1]Development students = those students from the development that are assigned to a CSA and have triggered a deficiency of the available capacity.

[2]Total Cost = the cost per student station as determined and published by the State of Florida.

C. The applicant shall be allowed to enter a 90 day negotiation period with the School Board in an effort to mitigate the impact from the development through the creation of additional capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable development agreement with the School Board.

1. A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School Board's Five-Year Capital Improvement Plan. Capacity enhancing projects identified within the first three (3) years of the Five-Year Capital Improvement Plan shall be considered as committed in accordance with Section 9.5 of this Agreement.

2. If capacity projects are planned in years four (4) or five (5) of the School Board's Five-Year Capital Improvement Plan within the same CSA as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 12.7 (B) of this Agreement.

3. If a capacity project does not exist in the Capital Improvement Plan, the School Board will add a capacity project to satisfy the impacts from a proposed residential development, if it is funded through the developer's proportionate share mitigation contributions. Mitigation options may include, but are not limited to:

a. Contribution of land or payment for land acquisition suitable for and in conjunction with, the provision of additional school capacity; or

b. Mitigation banking based on the construction of a educational facility in exchange for the right to sell capacity credits; or

c. Provide modular or permanent student stations acceptable for use as an educational facilities; or

d. Provide additional student stations through the remodeling of existing buildings acceptable for use as an educational facility; or

e. Construction or expansion of permanent student stations at the impacted school within the CSA; or

f. Construction of a educational facility in advance of the time set forth in the School Board's Five-Year Capital Improvement Plan.

D. For mitigation measures (a) thru (f) above, the estimated cost to construct the mitigating capacity will reflect the estimated future construction costs at the time of the anticipated construction. Improvements contributed by the developer shall receive school impact fee credit.

E. Developer shall receive an impact fee credit for the proportionate share mitigation. Credits will be given for that portion of the impact fees that would have been used to fund the improvements on which the proportionate fair share contribution was calculated. The portion of impact fees available for the credit will be based on the historic distribution of impact fee funds to the school type (elementary, middle, high) in the appropriate CSA. Impact fee credits shall be calculated at the same time as the applicant's proportionate share obligation is calculated. Any school impact fee credit based on proportionate fair share contributions for a proposed development cannot be transferred to any other parcel or parcels of real property within the CSA.

F. A proportionate share mitigation contribution shall not be subsequently amended or refunded after final site plan or plat approval to reflect a reduction in planned or constructed residential density.

G. Impact fees shall be credited against the proportionate share mitigation total.

H. Any proportionate share mitigation must be directed by the School Board toward a school capacity improvement identified in the School Board's Five-Year Capital Improvement Plan.

I. Upon conclusion of the negotiation period, a second Determination Letter shall be issued. If mitigation is agreed to, the School Board shall issue a new Determination Letter approving the development subject to those mitigation measures agreed to by the local government, developer and the School Board. Prior to, site plan approval, final subdivision approval or the functional equivalent, the mitigation measures shall be memorialized in an enforceable and binding agreement with the local government, the School Board and the Developer that specifically details mitigation provisions to be paid for by the developer and the relevant terms and conditions. If mitigation is not agreed to, the Determination Letter shall detail why any mitigation proposals were rejected and why the

development is not in compliance with school concurrency requirements. A SCALD indicating either that adequate capacity is available, or that there is not a negotiated proportionate share mitigation settlement following the ninety (90) day negotiation period as described in Section 12.7(B) of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.

Appeal Process. A person substantially affected by a School Board's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.

The Proportionate Share Mitigation methodology will be contained within the Seminole County Land Development Code (LDC) after July 1, 2008. The methodology is also included within the "2007 Interlocal Agreement for Public School Facility Planning and School Concurrency".

OBJECTIVE PSF 5 PROCEDURE FOR ANNUAL UPDATE OF CAPITAL IMPROVEMENTS ELEMENT

The County shall be responsible for the update to the Capital Improvements Element of the County Plan to ensure inclusion of those projects adopted within the School District financially feasible 5-Year Capital Improvements Schedule that are necessary to meet Levels of Service (LOS) for existing and future demands.

Policy PSF 5.1 **Annual Update of Capital Improvements Element**

On an annual basis, Seminole County shall update the Capital Improvements Element of the County Plan to include the School District of Seminole County Five-Year Capital Improvement Schedule for school capacity prior to December 31st.

Policy PSF 5.2 **Addition of New Financially Feasible 5th Year Projects During Each Update**

Each annual update to the Capital Improvements Element shall include a new 5th year with its financially feasible school capacity projects that have been adopted by the School District in its update of the Five-Year Capital Improvement Schedule.

Policy PSF 5.3 **Compliance with Florida Statute in timing of Capital Improvements Element update**

The County shall amend its Capital Improvements Element to reflect changes to the School District's Five-Year Capital Facilities Plan in compliance with timing requirements of Florida Statutes.

OBJECTIVE PSF 6 ENSURING COMPATIBILITY WITH SURROUNDING LAND USES, ENCOURAGING CO-LOCATION WITH APPROPRIATE COUNTY FACILITIES, LOCATION IN PROXIMITY TO RESIDENTIAL AREAS TO BE SERVED AND FUNCTION AS A COMMUNITY FOCAL POINT

The County shall ensure compatibility of school facilities with surrounding land use through the County's Development Review Process and shall encourage, to the extent feasible, co-location of new schools with compatible County facilities, and the location of school facilities to serve as Community Focal Points.

Policy PSF 6.1 **Allowable locations of school sites and compatibility standards**

School sites are allowable within any land use designation in unincorporated Seminole County with the following exceptions: school sites are not allowed within the Conservation and Mixed Use land use designations, and, within the Rural Residential land use designations (Rural-3, Rural-5 and Rural-10), only elementary school sites are an allowable use. Compatibility with adjacent land uses will be ensured through the following measures:

- New school sites within unincorporated Seminole County must not be adjacent to any noxious industrial uses or other property from which noise, vibration, odors, dust, toxic materials, traffic conditions or other disturbances would have a negative impact on the health and safety of students.
- Public school sites shall be located within the County's Urban Growth Boundary or be compatible with compact urban growth patterns; provided, however, that elementary schools are compatible in rural areas but only when located proximate to existing established residential communities.
- Public school sites shall be compatible with environmental protection, based on soils, topography, protected species and other natural resources on the site.
- An assessment of critical transportation issues, including provision of adequate roadway capacity, transit capacity and bikeways, shall be performed for proposed school sites prior to any development to ensure safe and efficient transport of students.
- New school sites within unincorporated Seminole County must minimize detrimental impacts on residential neighborhoods, hospitals, nursing homes and similar uses through the Development Review Process by, at a minimum, complying with Performance Standard requirements of the Seminole County Land Development Code (LDC) with respect to noise and light glare; provision of sufficient parking onsite so as to ensure that surrounding neighborhoods are not impacted; provision of sufficient internal vehicular circulation to ensure that unsafe stacking of vehicles on access roads does not occur; and

compliance with relevant active-passive bufferyard standards of the LDC.

- New school sites for elementary and middle schools within the Urban Growth Boundary of unincorporated Seminole County shall be located in close proximity to existing or anticipated concentrations of residential development. New school sites for high schools and specialized schools within the Urban Growth Boundary of unincorporated Seminole County are suitable for other locations, due to their special characteristics.
- The Development Review process for unincorporated Seminole County shall ensure that facilities such as sanitary sewer and potable water will be available at the time demanded by the new school site, and services such as public safety can also be provided.
- New school sites in unincorporated Seminole County shall have safe ingress and egress for pedestrians, bicycles, cars, buses, service vehicles and emergency vehicles. High schools should be located with access to collector or arterial roads, rather than relying solely on local roads.

Policy PSF 6.2 **Co-Location and Community Focal Point**

Recognizing that new schools are an essential component in creating a sense of community, to the extent feasible, Seminole County shall encourage the co-location of new school sites with appropriate County facilities, and shall encourage, through the Development Review Process, the location of new school sites so they may serve as community focal points. Where co-location takes place, the County may enter into an Interlocal Agreement with the School Board to address shared uses of facilities, maintenance costs, vehicular and bicycle parking, supervision and liability issues, among other concerns.

OBJECTIVE PSF 7 ENSURING PROVISION OF NECESSARY INFRASTRUCTURE

The County will coordinate with the School Board to ensure the provision of public facilities to support the necessary functions of public school facilities.

Policy PSF 7.1 **Maximizing efficiency of infrastructure**

During participation in the future school site identification process detailed in the "2007 Interlocal Agreement for Public School Facility Planning and School Concurrency", Seminole County shall seek to maximize efficient use of existing infrastructure and avoid sprawl development by identifying future school sites that take advantage of existing and planned roads, potable water, sanitary sewer, parks and drainage systems.

Policy PSF 7.2 **Safe student access**

Seminole County will ensure safe student access to school sites by coordinating the construction of new neighborhoods and residential developments, expansion of existing neighborhoods and developments and redevelopment or revitalization of existing neighborhoods and developments with safe road and sidewalk connections to school sites.

Policy PSF 7.3 **Bicycle Access and Pedestrian connection**

Seminole County will coordinate bicycle access to public schools consistent with the Seminole County countywide bicycle plan adopted by the Metropolitan Planning Organization, METROPLAN. In addition, Seminole County shall revise its Land Development Code (LDC) as needed by July 1, 2008 to specify that performance standards for new residential developments adjacent to existing and proposed school sites, other than age restricted developments, shall include pedestrian connections between the sidewalk network within the development and the adjacent school site.

Policy PSF 7.4 **Coordination to ensure necessary off site improvements**

During the Development Review process for a proposed new school facility in the unincorporated area, Seminole County will work with the School Board to determine responsibility for the costs and construction of any needed off site improvements, such as signalization, installation of deceleration lanes, roadway striping for crosswalks, safe directional/warning signage and installation of sidewalks.

Seminole County shall revise its LDC as needed by July 1, 2008 to specify that performance standards for a new development adjacent to or sharing an access road with an existing school or future school site shall mitigate the traffic impacts of the development on safe access to the school. Such mitigation efforts may include, but are not limited to: developer striping of crosswalks, developer installation of sidewalks, payment for safe directional/warning signage, and payment for signalization.

Policy PSF 7.5 **Inclusion of Provisions for School Buses**

Seminole County shall revise its LDC as needed to require the inclusion of school bus stops and turnarounds in new residential developments other than age restricted developments.

OBJECTIVE PSF 8 COORDINATION WITH SCHOOL BOARD AND CITIES

Seminole County shall coordinate with the School Board and Cities as specified by the procedures in the *2007 Interlocal Agreement for Public School Facility Planning and School Concurrency* and provide information by the School Board and Cities for emergency preparedness issues.

Policy PSF 8.1 **Providing information and fulfilling all responsibilities specified**

Seminole County shall provide population projection and development approval data, including site plan and building permit data, to the School Board and shall fulfill all responsibilities as specified by the *2007 Interlocal Agreement for Public School Facilities Planning and School Concurrency, Seminole County, Florida.*

Policy PSF 8.2 **Providing representation**

Seminole County shall assign representatives to take part in all committees and participate in all meetings as specified by the *2007 Interlocal Agreement for Public School Facilities Planning and School Concurrency, Seminole County, Florida.* A staff representative shall be assigned to the Planning Technical Advisory Committee (PTAC) which shall meet as specified in the Interlocal Agreement. An elected official or designee shall be appointed to the Public Schools Facilities Planning Committee (PSFPC) which shall meet as specified in the Interlocal Agreement.

Policy PSF 8.3 **Advising of proposed changes**

Seminole County shall provide notification to the School Board and any adjacent cities of proposed amendments to the Future Land Use Map (FLUM) that may increase residential densities, and any proposed preliminary site plans, subdivisions and plats, as specified by the *2007 Interlocal Agreement for Public School Facilities Planning and School Concurrency, Seminole County, Florida.*

Policy PSF 8.4 **Emergency Preparedness**

Seminole County through its Emergency Management Division shall continue to provide information needed by the School Board and Cities for emergency preparedness purposes.

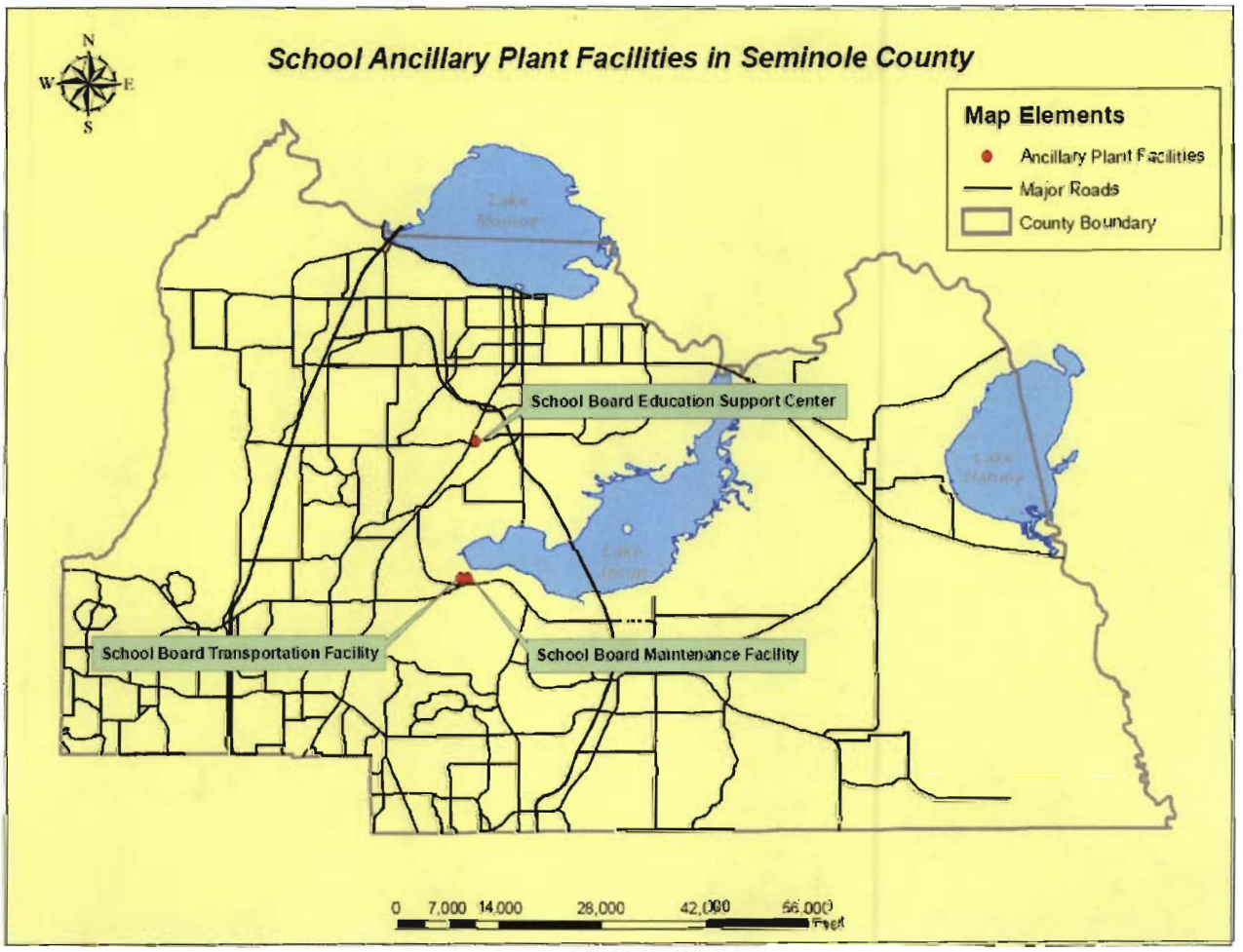
EXHIBITS:

- School Ancillary Plant Facilities in Seminole County
- Seminole County Elementary School Locations
- Seminole County Middle School Locations
- Seminole County High School Locations
- Seminole County Elementary School Capital Improvements
- Seminole County Middle School Capital Improvements
- Seminole County High School Capital Improvements

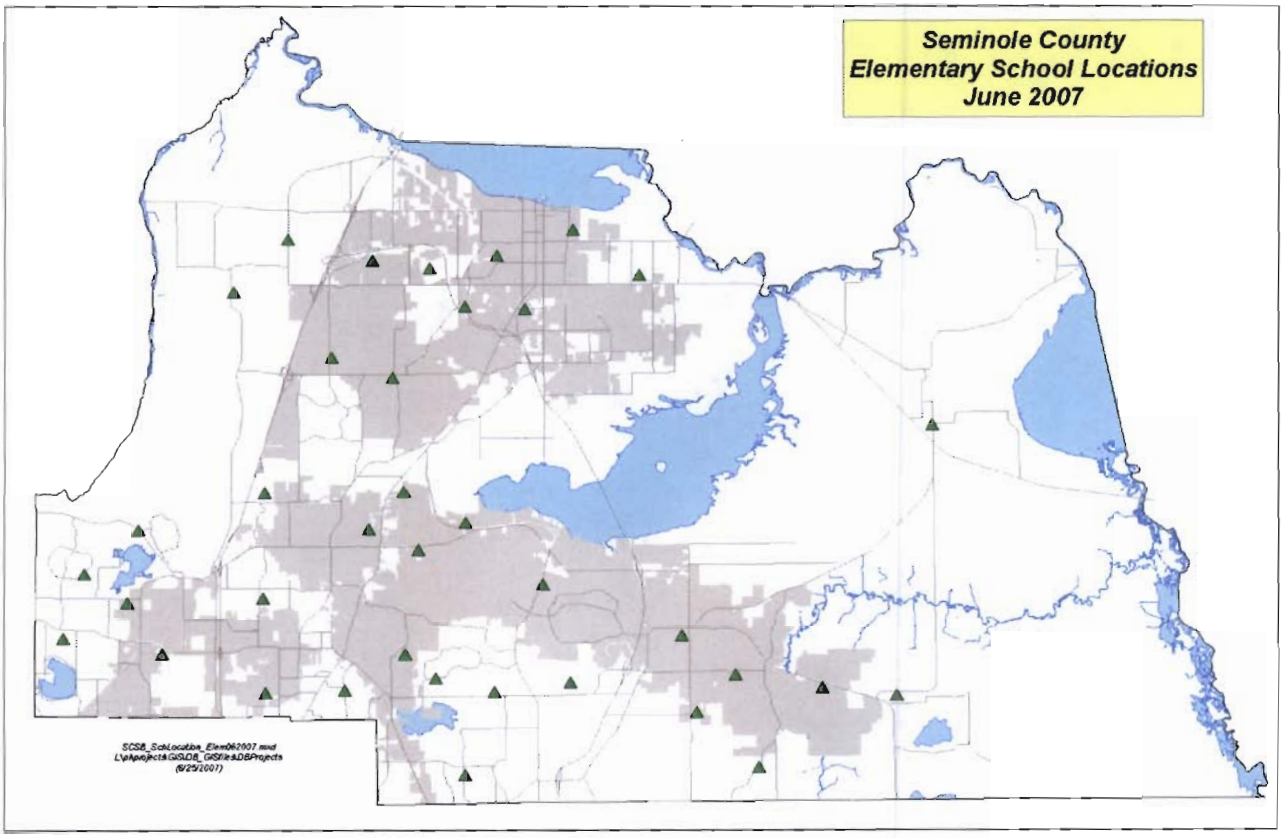
VISION 2020

PSF

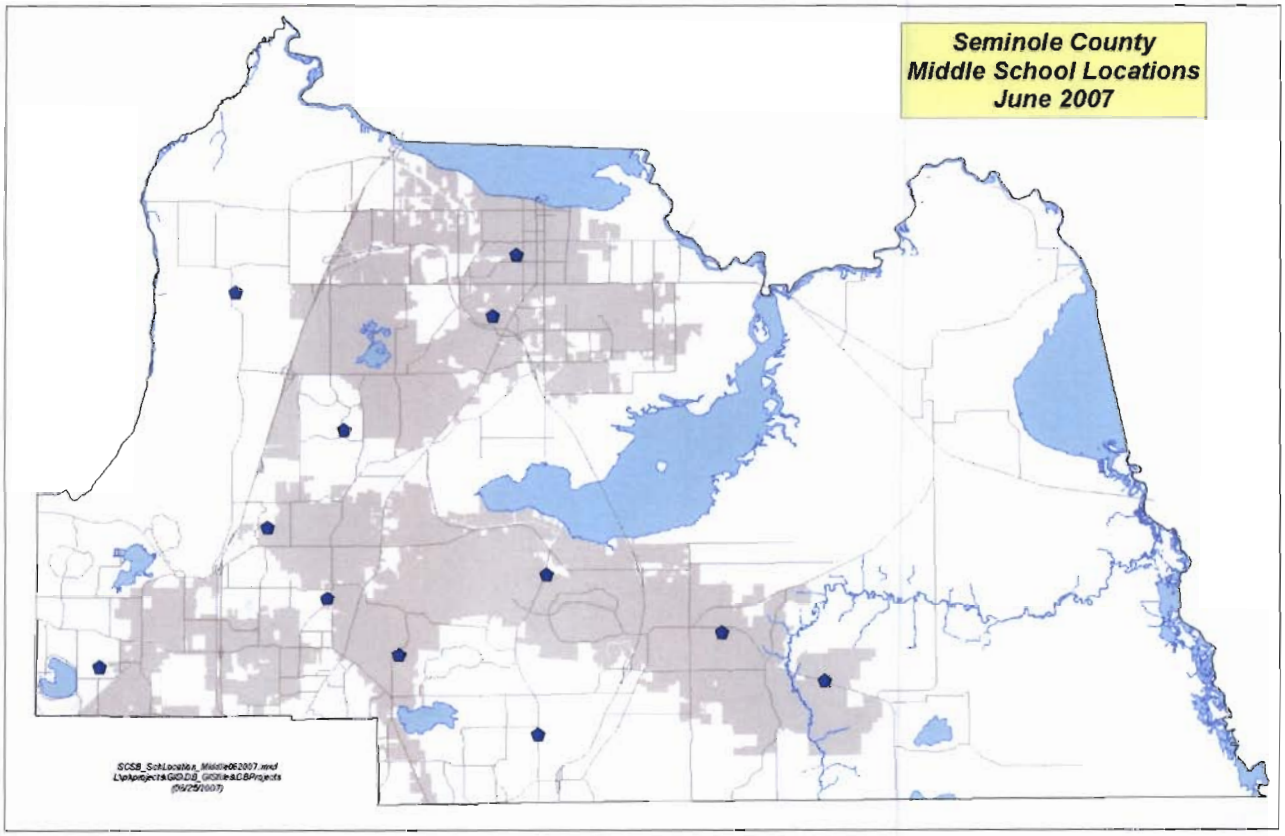
School Ancillary Plant Facilities in Seminole County



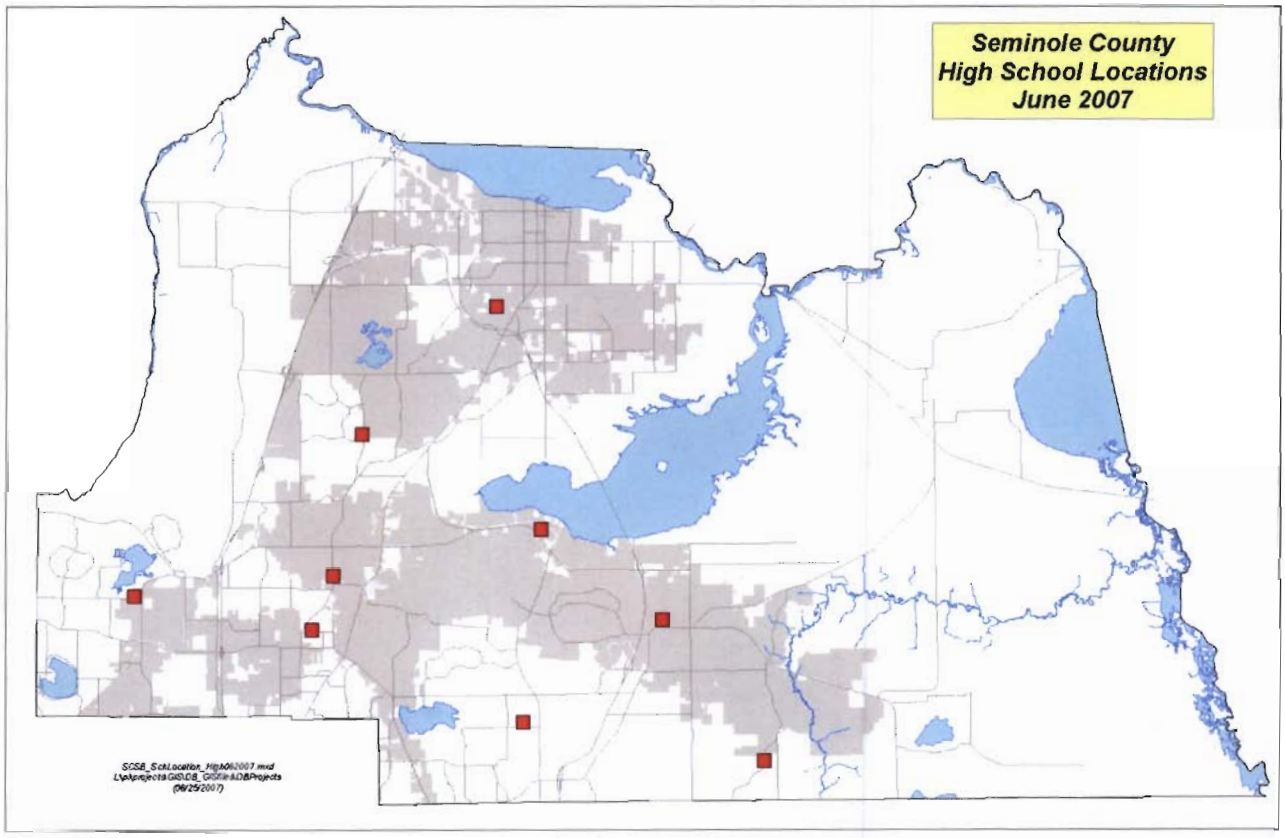
Seminole County Elementary School Locations



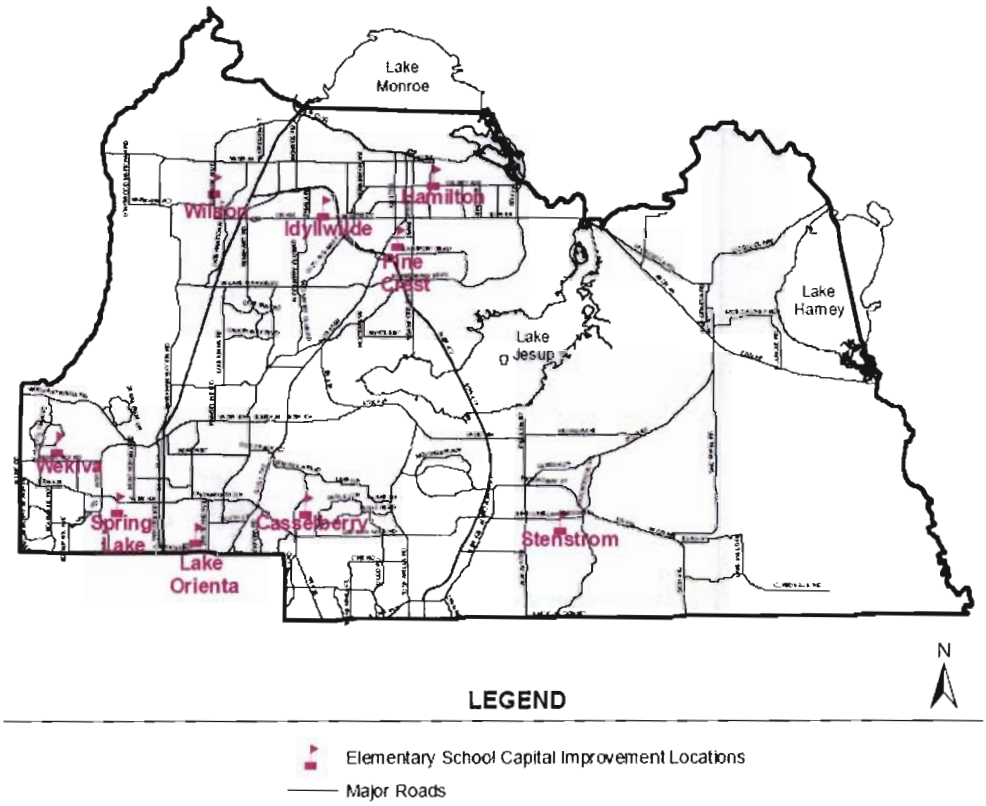
Seminole County Middle School Locations



Seminole County High School Locations

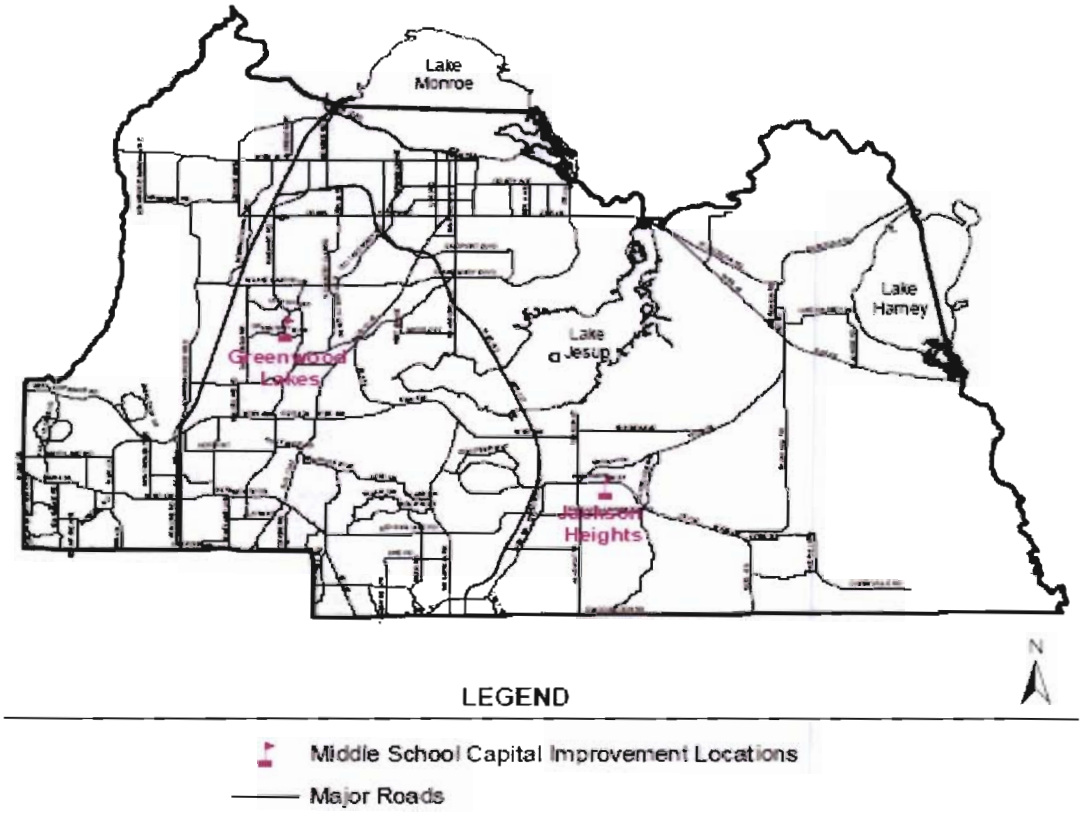


Seminole County Elementary School Capital Improvements



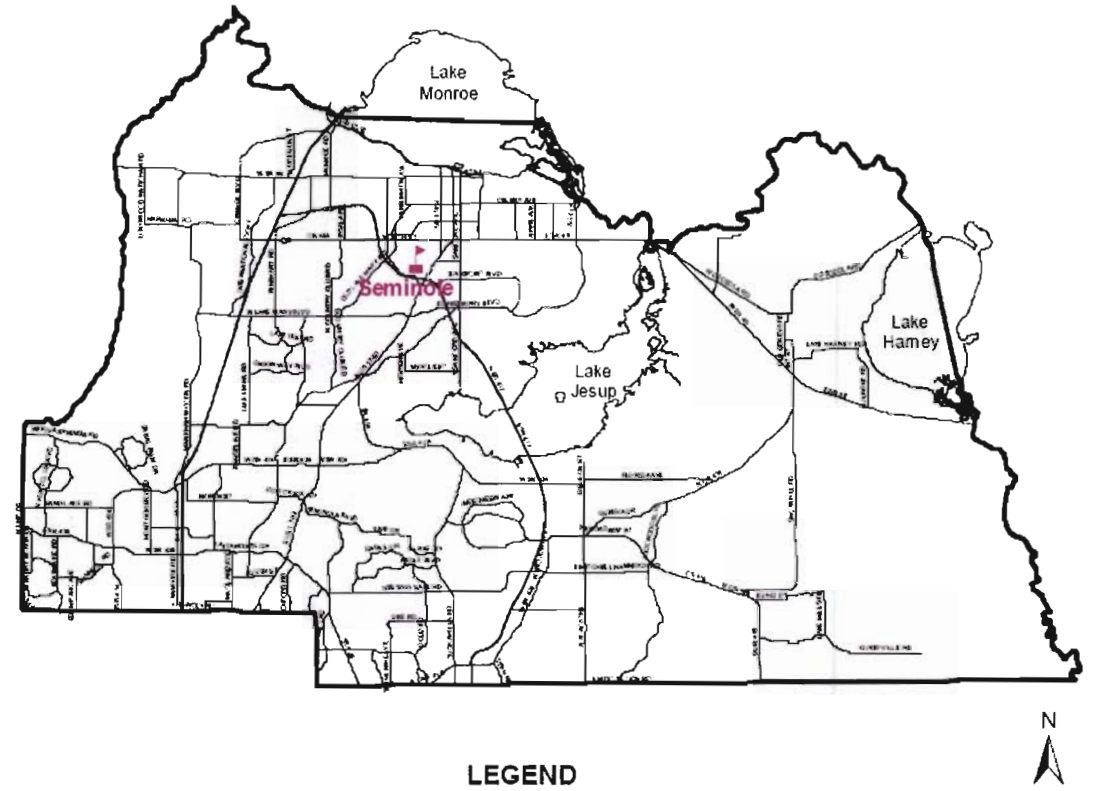
(Effective date of information: 7/20/2007)

Seminole County Middle School Capital Improvements



(Effective date of information: 7/20/2007)

Seminole County High School Capital Improvements



(Effective date of information: 7/20/2007)

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2007 INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY
Seminole County, Florida

THIS AGREEMENT is entered into with the Seminole County Board of County Commissioners (hereinafter referred to as the "County"), the Commission or Council of the Cities of Longwood, Altamonte Springs, Oviedo, Winter Springs, Lake Mary, Sanford, Casselberry (hereinafter referred to as the "Cities"), and the School Board of Seminole County (hereinafter referred to as the "School Board"), collectively referred to as the "Parties".

WHEREAS, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education, nurturing and general well-being of the children within their community; and

WHEREAS, the County, Cities and the School Board are authorized to enter into this Agreement pursuant to Section 163.01, Section 163.3177(6)(h)2 and Section 1013.33, Florida Statutes (F.S.); and

WHEREAS, the County, Cities, and School Board recognize the following benefits to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: (1) better coordination of the timing and location of new schools with land development, (2) greater efficiency for the school board and local governments by siting schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better designed urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of the factors that contribute to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, the County, Cities and School Board have determined that it is necessary and appropriate for the entities to cooperate with each other to provide adequate public school facilities in a timely manner and at appropriate locations, to eliminate any deficit of permanent student stations, and to provide capacity for projected new growth; and

WHEREAS, Section 1013.33, F.S., requires that the location of public educational facilities must be consistent with the Comprehensive Plan and implementing land development regulations of the appropriate local governing body; and

WHEREAS, Sections 163.3177(6)(h)1 and 2, F.S., require each local government to adopt an intergovernmental coordination element as part of their comprehensive plan that states principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plan with the plans of the school boards, and describes the processes for collaborative planning and decision making on population projections and public school siting; and

WHEREAS, Sections 163.3177(7) and 1013.33, F.S., require the County, Cities and School Board to establish jointly the specific ways in which the plans and processes of the School Board and the local governments are to be coordinated; and

WHEREAS, Sections 163.3177(7), 163.3180(13), and 1013.33, F.S., require the County, Cities and School Board to update their Public School Interlocal Agreement to establish school concurrency to satisfy Section 163.3180(12)(g)1, F.S.; and

WHEREAS, the County and Cities are entering into this Agreement in reliance on the School Board's obligation to prepare, adopt and implement a financially feasible capital facilities program to achieve public schools operating at the adopted level of service consistent with the timing specified in the School Board's Capital Facilities Plan, and the School Board's further commitment to update the plan annually to add enough capacity to the Plan in each succeeding fifth year to address projected growth in order to maintain the adopted level of service and to demonstrate that the utilization of school capacity is maximized to the greatest extent possible pursuant to Section 163.3180(13)(c)2, F.S.; and

WHEREAS, the School Board, is entering into this Agreement in reliance on the County and Cities' obligation to adopt amendments to their local comprehensive plans to impose School Concurrency as provided in Section 163.3180(13), F.S.; and

NOW THEREFORE, be it mutually agreed among the School Board, the County and the Cities (hereinafter referred to collectively as the "Parties") that the following definitions and procedures will be followed in coordinating land use, public school facilities planning, and school concurrency.

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Seminole County, Florida
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SECTION 1 DEFINITIONS

Adjacent Concurrency Service Area: A concurrency service area which is contiguous and touches the boundary of another concurrency service area along one side.

Attendance Zone: The geographic area which identifies the public school assignment for students.

Building Permit: An approval by a local government authorizing residential construction on a specific property.

Capital Outlay, Full Time Equivalent (COFTE) Projections: Florida Department of Education (FDOE) COHORT student enrollment projections for Florida public school districts, issued annually and based on information produced by the demographic, revenue, and education estimating conferences pursuant to s. 216.136 and s. 1013.64(3), as adjusted by the FDOE Office of Educational Facilities and SMART Schools Clearinghouse. The projections do not include students in hospital, homebound, summer school, evening school, etc. since these students do not require an additional student station.

Cities: All municipalities in Seminole County, except those that are exempt from the requirements of school concurrency, pursuant to Section 163.3177(12), F.S.

Charter School: Public schools of choice which operate under a performance contract, or a "charter," in accordance with Section 1002.33, F.S. Charter schools in the Seminole County Public School District are Countywide schools of choice and do not have a specified capacity as defined in Rule 6A-2.0010 F.A.C and FISH.

Comprehensive Plan: A plan that meets the requirements of Sections 163.3177 and 163.3178, F.S.

Concurrency Service Area (CSA): A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

Consistency: Compatible with and furthering the goals, objectives and policies of the County and Cities Comprehensive Plan Elements and this Agreement.

Core Facilities: The media center, cafeteria, toilet facilities and circulation space of an educational facility.

Developer: Any person, including a governmental agency, undertaking any construction.

Development Approval: Site plan, final subdivision or functional equivalent, issued by a local government granting, or granting with conditions, a Development Application.

Educational Facility: The buildings, equipment, structures, ancillary and special educational use areas that are built, installed or established to serve public school purposes.

Educational Facilities Impact Fee: A fee designated to assist in the funding for acquisition and development of school facilities, owned and operated by the School Board, needed to serve new growth and development.

Educational Plant Survey: A systematic study approved by the Florida Department of Education (FDOE) of present educational and ancillary plants and the determination of future needs to provide an appropriate educational program and services for each

student based on projected capital outlay FTE (COFTE) counts prepared and issued by the FDOE.

Encumbered Capacity: School capacity for a proposed project that is "set aside" or "earmarked" for a limited amount of time while the proposed project is undergoing review by the local government.

Exempt Local Government: A municipality which is not required to participate in school concurrency when meeting all the requirements for having no significant impact on school attendance, per Section 163.3177(12)(b), F.S.

Financial Feasibility: An assurance that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5, of a 5-year capital improvement schedule for financing capital improvements, such as ad valorem taxes, bonds, state and federal funds, tax revenues, impact fees, and developer contributions, which are adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted level-of-service standards are achieved and maintained within the period covered by the 5-year schedule of capital improvements. The requirement that level-of-service standards be achieved and maintained shall not apply if the proportionate-share process set forth in Section 163.3180(12) and (16) is used [ref. 163.3164(32), F.S.].

Five-Year Capital Improvement Plan: The School Board's annually adopted financially feasible, five-year list of capital improvements which provide for student capacity to achieve and maintain the adopted level of service.

Florida Inventory of School Houses (FISH): Data, inventory and numbering system used by the Florida Department of Education, Office of Educational Facilities for parcels of land, buildings and rooms in public educational facilities (hereinafter referred to as "FISH).

Full-Time Equivalent (FTE) Student Count: Fall Semester: The fall semester count of all "full-time equivalent" students, pursuant to Chapter 1011.62, F.S.

Level of Service Standard (LOS): A standard or condition established to measure utilization within a concurrency service area. Current Level of Service is determined by the sum of the FTE student count at the same type of schools within a concurrency service area, divided by the sum of the permanent FISH capacity of the same type of schools within a concurrency service area. Projected or future Level of Service is determined by the sum of the projected COFTE enrollments at the same type of schools within a concurrency service area, divided by the sum of the planned permanent FISH capacity of the same type of schools within a concurrency service area."

Local Governments: Seminole County and its Cities.

Maximum School Utilization: The balance of student enrollment system-wide, to ensure the most efficient operation of each school within the adopted LOS standard, based on the number of permanent student stations according to the FISH inventory, taking into account the Florida Department of Education (FDOE) utilization factor, special considerations such as, core capacity, special programs, transportation costs, geographic impediments, and the requirements of Article IX, Section 1(a) of the Florida Constitution, to prevent disparate enrollment levels to the greatest extent possible.

Modular Classroom: A room designated in FISH within a educational facility which contains student stations and where students receive instruction and which, the life

expectancy of the structure, also as designated in FISH is 35 - 49 years. Modular classrooms generally consist of pre-manufactured concrete and/or steel type structures owned by the School Board.

Permanent School Capacity: The optimal number of students that can be housed for instruction at an educational facility as prescribed in SBE Rule 6A-2.0010, F.A.C. (SREF Section 6.1) in permanent and modular type classroom spaces designated in FISH.

A. Permanent capacity of an elementary school is equal to the sum of student stations assigned to permanent and modular classrooms at the school.

B. Permanent capacity of a middle school is 90% of the sum of student stations assigned to permanent and modular classrooms at the school.

C. Permanent capacity of secondary level [high] schools is less than the sum of student stations assigned to permanent and modular classrooms at the school. The amount less is prescribed in SBE Rule 6A-2.0010, F.A.C. (SREF Section 6.1). For high schools exceeding 1500 satisfactory student stations, the school capacity is 95% of the sum of student stations assigned to permanent and modular classrooms at the school.

Permanent Classroom: A room designated in FISH within an educational facility which contains student stations and where students receive instruction and which, the life expectancy of the structure, also as designated in FISH, is 50 years or more.

Permanent Student Station: A designated space contained within a permanent building or structure that can accommodate a student for an instructional program and is designated satisfactory in FISH data. The total number of permanent student stations at a educational facility is determined by the sum of individual permanent student stations at the facility. Permanent buildings or structure types are designated by the School Board and include permanently constructed buildings having a life expectancy of 50 years or more and modular buildings as identified in FISH, having a life expectancy exceeding 35 years or more.

Planning Technical Advisory Committee (PTAC): PTAC was formally created and established by the *Interlocal Planning Coordination Agreement of 1997*. This committee is comprised of planning staff representatives from Seminole County, each of the seven municipal corporations within the County, and the Seminole County School Board. PTAC serves as an advisory committee and working group to enhance intergovernmental coordination of comprehensive plan programs and assists in ensuring consistency between these programs and issues of multi-jurisdictional concern.

Proportionate Share Mitigation: A developer improvement or contribution identified in a binding and enforceable agreement between the Developer, the School Board and the local government with jurisdiction over the approval of the development approval to provide compensation for the additional demand on educational facilities created through the residential development of the property, as set forth in Section 163.3180(13)(e), F.S.

Proposed New Residential Development: Any application for new residential development or any amendment to a previously approved residential development, which results in an increase in the total number of housing units.

Public Facilities: Civic capital assets including, but not limited to, transit, sanitary sewer, solid waste, potable water, public schools, parks, libraries and community buildings.

Public School Concurrency Program: A program established by Seminole County, each of the seven municipal corporations within the County, and the Seminole County School Board to meet the requirements of Sections 163.31777, 163.3180, and 1013.33, F.S.

Public Schools Facilities Planning Committee (PSFPC): The PSFPC is created and established by this agreement. This committee is comprised of one elected official, or their designee, from Seminole County, each of the seven municipal corporations within the County, and the Seminole County School Board. The PSFPC is responsible for the oversight of the school concurrency program established in this agreement, and hears recommendations from PTAC on school planning issues and may make recommendations to the School Board.

Relocatable Classroom: A structure with a life expectancy less than 35 years, mobile trailer structures, or transportable wood frame structures.

Reserved Capacity: School capacity that is assigned to a proposed project once it has received a Development approval for the project's Development Application. Reserved Capacity is held for a period of one year from the date of the Development approval, or the issuance of a building permit, whichever occurs first.

Residential Development: Any development that is comprised of dwelling units, in whole or in part, for permanent human habitation.

School Board: The governing body established under Article IX, Section 4, of the Florida Constitution.

School Capacity: See permanent school capacity.

School Capacity Availability Letter of Determination (SCALD): A letter prepared by the School Board of Seminole County, identifying if school capacity is available to serve a residential project, and if capacity exists, recommending whether the proposed development should be approved or has been vested.

School District: The School District of Seminole County is created pursuant to Article IX, Section 4, of the Florida Constitution.

School Impact Analysis (SIA): A formal description of a residential project subject to school concurrency review provided by the developer for School Board review in accordance with Section 12.1 of this Agreement.

Student Station: A satisfactory space contained within a building or structure as designated in FISH that can accommodate a student for an instructional program.

Temporary Classroom: Also referred to as a relocatable classroom. A room designated in FISH within an educational facility which contains student stations and where students receive instruction and which, the life expectancy of the structure, also as designated in FISH, is less than 35 years. Temporary classrooms generally consist of mobile trailer structures or transportable wood frame type structures. Student stations in temporary/relocatable classrooms shall not be considered for the purposes of determining concurrency or included in any capacity determination of any CSA.

Educational Facilities Work Plan: The School Board's annual capital planning document that includes long-range planning for facilities needs over 5-year and 10-year periods.

Tiered Level of Service: A level of service which is graduated over time, used to achieve an adequate and desirable level of service at the end of a specified period of time, as permitted by the Florida Statutes.

Type of School: An educational facility providing the same grade level of education, i.e.: elementary (grades PK-5), middle (grades 6-8), or high school (grades 9-12) or special purpose school such as magnet school.

Utilization: The comparison of the total number of students enrolled to the total number of permanent student stations as determined by FISH at a school facility.

SECTION 2 COMMITTEES AND DUTIES

2.1 **Planning Technical Advisory Committee (PTAC).** PTAC will meet, at a minimum on a semi-annual basis, in July and January, to discuss issues and formulate recommendations to the PSFPC regarding coordination of land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, ancillary infrastructure improvements needed to support the schools, School Board Five-Year Capital Improvement Plan and the Public School Concurrency Program. Representatives from the Regional Planning Council will also be invited to attend. A designee of the School Board shall be responsible for coordinating and convening the semi-annual meeting.

2.2 **Public Schools Facilities Planning Committee (PSFPC).** The Parties hereby establish a Public Schools Facilities Planning Committee for the purpose of reviewing recommendations from PTAC on land use and school facilities planning, including such issues as population and student projections, development trends, school needs, co-location and joint use opportunities, ancillary infrastructure improvements needed to support the school, potential sites for new schools, and proposals for significant renovation and potential closure of existing schools. Based on the review of PTAC's recommendations, the PSFPC will submit recommendations to the School Board. Additionally, the PSFPC will be a standing committee to review the School Board Five-Year Capital Improvement Plan in accordance with Sections 4.1 and 10 of this Agreement, and serve as the required oversight committee for the Public School Concurrency Program as detailed in Section 14 of this Agreement.

The PSFPC will meet annually in a joint School Board workshop upon receipt of the draft School Board Educational Facilities Work Plan (Work Plan) from the School Board to discuss the Work Plan, submitted to the Department of Education. A representative of the Regional Planning Council will also be invited to attend. The joint workshop will provide the opportunity for the County, the Cities, and the School Board to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, joint use opportunities, and school concurrency.

SECTION 3 STUDENT ENROLLMENT AND POPULATION PROJECTIONS

3.1 Population and Student Enrollment Projections Distributed Annually. In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment. At the annual July PTAC meeting described at Subsection 2.1, the County and Cities shall provide updated five year population projections and the School Board will supply the annually updated student enrollment projections.

3.2 Student Projections. The Parties agree to use student population projections per Section 1013.31(1)(b)2, F.S. based on Capital Outlay Full Time Equivalent (COFTE) cohort projections issued by FDOE in July of each year.

3.3 PTAC Review. PTAC will review quantity, type and school distribution of COFTE student enrollment projections.

SECTION 4 COORDINATING AND SHARING OF INFORMATION

4.1 School Board Educational Facilities Work Plan. By August 1st of each year, the School Board shall submit to the County, each City and the Public Schools Facilities Planning Committee (PSFPC) the School Board Educational Facilities Work Plan prior to adoption by the Board.

A. The Plan will be consistent with the requirements of Section 1013.35, F.S., and include projected student populations apportioned geographically, an inventory of existing school facilities, projections of facility space needs, information on relocatables, general locations of new schools for the 5- and 10-year time periods.

B. The Plan will also include the financially feasible School Board Capital Improvement Plan for a 5-year period. The Cities and County shall review the plan and provide written comments to the School Board annually prior to September 1st.

4.2 Educational Plant Survey. PTAC will assist the School Board in an advisory capacity in the preparation and update of the Educational Plant Survey. The Educational Plant Survey shall be consistent with the requirements of Section 1013.33, F.S. Upon receipt of the Educational Plant Survey, PTAC will have fifteen (15) calendar days to evaluate and make recommendations regarding the location and need for new schools, significant renovation or expansion, and closures of educational facilities, and the consistency of such plans with the local government comprehensive plan and relevant issues listed in Subsections 5.2, 5.3, 6.1, 7.1, and 8.1 of this Agreement.

SECTION 5 SCHOOL SITE SELECTION, REMODELING, AND SCHOOL CLOSURES

5.1 New School Sites. When the need for a new school is identified in the School Board's Five-Year Capital Improvement Plan, PTAC will review a list of potential sites in the area of need. Potential sites for new schools will be submitted to the local government with jurisdiction for an assessment regarding consistency with the local government Comprehensive Plan. This jurisdiction shall have

20 working days upon receipt of the request to respond with a consistency determination. If the site is consistent with the local government comprehensive plan and the School Board authorizes the acquisition of the property, the School Board shall proceed through the appropriate site plan review process. If a determination is made that a proposed school site is not consistent with the Comprehensive Plan, the local government shall identify whether it will support necessary amendments to the comprehensive plan to make the school site consistent. The coordination process shall be in accordance with Chapter 1013.33, F.S.

5.2 School Site Plan Review. Once a school site has been selected and site design has begun, the School Board shall comply with the appropriate site plan review process set forth within the applicable land development regulations. Nothing in this agreement exempts school sites from the site plan review process and ensuring the site plan is consistent with both the comprehensive plan and land development regulations. Standards and conditions shall not be imposed which conflict with the requirements established in Chapter 1013, F.S. or the Florida Building Code, unless mutually agreed to as a part of this Agreement.

A. The School Board shall not be required to obtain or condemn public right-of-way from private property owners for the purposes of constructing off-site infrastructure of which it is intended that fee simple title of the acquired right-of-way be transferred to the County or City.

B. The County and Cities shall exempt the School Board from the payment of planning and development fees, including but not limited to plan amendment fees, zoning and/or site plan fees, special exception fees, right-of-way utilization fees, permit fees, subdivision fees, and vacate fees, as may be required by the County or Cities in the development review process. The School Board shall be responsible for the payment of fees associated with advertising related public hearings.

C. The County and Cities shall accept the St. Johns River Water Management District permit for an educational facility to find that storm water collection, treatment, retention and drainage within a school site is sufficient. If off-site impacts are present, the County or City having jurisdiction may impose conditions on the application as provided in the jurisdiction's land development regulations.

5.3 Remodeling and Closures. When the need for a remodeling project that changes the primary use of a facility, resulting in a greater than 5 percent increase or decrease in student capacity, or the closure of a school has been identified in the School Board Five-Year Capital Improvement Plan, PTAC shall notify the PSFPC and make recommendations on the impacts the renovation or closure will have on the adopted level of service for schools.

5.4 Joint Consideration of On-Site and Off-Site Improvements. In conjunction with the land use consistency determination described in Subsection 5.1 of this Agreement, the School Board and the effected local government will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed remodeling of an existing school. The School Board and the effected local government will agree to the timing, location, and the party or parties responsible for financing constructing, operating and maintaining the required improvements.

SECTION 6 LOCAL PLANNING AGENCIES (LPA), COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

6.1 Appointed LPA Members. The County and Cities will include School Board representative on the local planning agencies, or equivalent agencies, to attend those meetings at which the agendas consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Cities and County may at their discretion grant voting status to the appointed School Board representative.

6.2 County and City Development Applications Shared with the School Board. The County and the Cities shall give the District Superintendent notification of land use applications and development proposals pending before them that may effect student enrollment, enrollment projections, or school facilities in accordance with Section 12 of this Agreement. Such notice will be provided within 10 working days with receipt of the application. This notice requirement applies to amendments to the comprehensive plan future land use map, rezonings, developments of regional impact, and/or major residential or mixed-use development projects.

6.3 Criteria for Evaluating Residential Development Applications. The County and Cities will consider the following issues, in addition to the review process for school concurrency described in Section 13, when reviewing Comprehensive Plan amendments and rezonings for residential development proposals:

A. School Board comments on residential development proposals;

B. The provision of school sites and facilities within neighborhoods;

C. The compatibility of land uses adjacent to existing schools and reserved school sites;

D. The co-location of parks, recreation and neighborhood facilities with school sites;

E. The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;

6.4 Formulating City and County Plans and Programs. In formulating community development plans and programs, the County and Cities will consider the following issues:

A. Scheduling of capital improvements that are coordinated with and meet the capital needs identified in the School Board's Five–Year Capital Improvement Plan;

B. Providing incentives to the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments;

C. Targeting community development improvements in older and distressed neighborhoods near schools; and

D. Working to address and resolve multi-jurisdictional public school issues.

SECTION 7 CO-LOCATION AND SHARED USE

7.1 Co-Location and Shared Use. The co-location and shared use of facilities are important to both the School Board and local governments. The School Board will seek opportunities to co-locate and share use of school facilities and civic facilities when preparing the Board's Five–Year Capital Improvement Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the Comprehensive Plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. Opportunities for co-location and shared use with public schools will be considered for the following:

A. Libraries;

B. Parks and recreation facilities;

C. Community centers;

D. Auditoriums;

E. Learning centers;

F. Museums;

G. Performing arts centers;

H. Stadiums; and

I. Governmental facilities.

7.2 Mutual Use Agreement. For each instance of co-location and shared use, the School Board and local government shall enter into a separate agreement which addresses liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

SECTION 8 SPECIFIC RESPONSIBILITIES OF THE PARTIES

8.1 Specific Responsibilities of the County and Cities. When the Comprehensive Plan amendments adopted in accordance with this Agreement become effective, the County and Cities shall undertake the following activities:

A. Adopt the required school concurrency provisions into their Land Development Regulations (LDR) consistent with the time frame established by law, the requirements of this Agreement, and the County and Cities' Comprehensive Plans, unless electing to be bound by the provisions established by the County.

B. Withhold the approval of any site plan, final subdivision, or functional equivalent for new residential units not exempted under Section 12.1(C) of this Agreement, until the School Board has reported that there is school capacity available or a mitigation agreement has been reached.

C. Share information with the School Board regarding population projections, projections of development and redevelopment for the coming year, infrastructure required to support educational facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.

D. Maintain data for approved new residential development. The data shall be provided to the School Board annually by October 15th, and include at a minimum, the following:

1. Development name and location.

2. Total number of dwelling units by unit type as defined in the most recently adopted public schools impact fee ordinance.

3. Impact fee calculation.

4. Total number of dwelling units with certificates of occupancy (CO) by Development.

E. Transmit site plans, final subdivision or functional equivalency for approved new residential development upon request by the School Board.

8.2 Specific Responsibilities of the School Board. By entering into this Agreement, the School Board agrees to undertake the following activities:

A. Annually prepare and update a financially feasible Five-Year Capital Improvement Plan to meet the anticipated demand for student stations identified by the COFTE projections so that no Concurrency Service Area exceeds the adopted level of service.

B. Consider school attendance boundary adjustments as necessary to maximize the utilization of capacity in order to ensure that all schools of each type (elementary, middle, high) in each Concurrency Service Area and each individual school operate at the adopted level of service, consistent with the requirements of this Agreement.

C. Construct capacity enhancing and remodeling projects necessary to maintain the adopted level of service consistent with the Five-Year CIP.

D. Provide the County and Cities with the required data and analysis updated annually to support the Comprehensive Plan elements and any amendments relating to school concurrency.

E. Adopt a five- and ten-year CIP consistent with the requirements of this Agreement.

F. Review proposed new residential developments for compliance with concurrency standards, consistent with the requirements of this Agreement.

G. Review proportionate share mitigation options for new residential development consistent with the requirements of this Agreement.

H. Prepare annual reports on enrollment and capacity, consistent with the requirements of this Agreement.

I. Provide necessary staff and material support for meetings of the PSFPC as required by this Agreement.

J. Provide information to the County and Cities regarding enrollment projections, school siting, infrastructure necessary to support educational facilities, and amendments to future land use plan elements consistent with the requirements of this Agreement.

SECTION 9 SCHOOL BOARD CAPITAL IMPROVEMENT PLAN

9.1 School Board's Five-Year Capital Improvement Plan. In preparation of the School Board's Five-Year Capital Improvement Plan and each annual update, the School Board shall undertake the following:

A. Update and adopt the School Board's Five-Year Capital Improvement Plan for public schools in Seminole County on or before September 30th of each year.

B. Specify all new construction, remodeling or renovation projects which will add permanent capacity or modernize existing facilities.

C. Prepare the School Board's Five-Year Capital Improvement Plan and each annual update to provide a financially feasible program of school construction for a five (5) year period.

D. Include school construction projects which, when completed, will add sufficient permanent capacity to achieve and maintain the adopted LOS standard for all schools based on the projected COFTE enrollment; provide for required modernizations; and satisfy the School Board's constitutional obligation to provide a uniform system of free public schools on a county-wide basis.

E. Include a description of each school project, in the School Board's Five-Year Capital Improvement Plan.

F. Maximize utilization of existing schools so that proposed projects add the necessary permanent capacity to maintain the adopted Level of Service standard.

G. The School Board's Five-Year Capital Improvement Plan and each annual update shall identify the projected enrollment, capacity and utilization percentage of all schools.

9.2 Educational Facilities Work Plan. In addition to the adopted School Board's Five-Year Capital Improvement Plan, the School Board shall annually adopt a five-year and ten-year work plan based upon revenue projections, COFTE enrollment projections and facility needs for the five-year and ten-year period. It is recognized that the projections in the five- and ten-year time frames are tentative and should be used only for general planning purposes. Upon completion, the Educational Facilities Work Plan will be transmitted to the local governments.

9.3 Transmittal. The School Board shall transmit to the County, the local governments and the PSFPC copies of the proposed Educational Facilities Work Plan and the Five-Year CIP for review and comment. Transmittal to the PSFPC, the Cities and the County shall occur on or before August 1st of each year commencing after the effective date of this Agreement.

9.4 Adoption. Unless the adoption is delayed by mediation or a lawful challenge, the School Board shall adopt their Five-Year Capital Improvement Plan no later than September 30th, and it shall become effective no later than October 1st of each year.

9.5 Amendments to the School Board's Five-Year Capital Improvement Plan. The School Board shall not amend the School Board's Five-Year Capital

Improvement Plan so as to modify, delay or delete any project in the first three (3) years of the Plan unless the School Board, with the concurrence of a majority vote by its Board members, provides written confirmation that:

A. The modification, delay or deletion of a project is required in order to meet the School Board's constitutional obligation to provide a county-wide uniform system of free public schools or other legal obligations imposed by state or federal law; or

B. The modification, delay or deletion of a project is occasioned by unanticipated change in enrollment projections or growth patterns or is required in order to provide needed capacity in a location that has a current greater need than the originally planned location and does not cause the adopted LOS to be exceeded in the Concurrency Service Area from which the originally planned project is modified, delayed or deleted; or

C. The project schedule or scope has been modified to address local government concerns, and the modification does not cause the adopted LOS to be exceeded in the Concurrency Service Area from which the originally planned project is modified, delayed or deleted; and

D. The PSFPC, as the required oversight committee for school concurrency as detailed in Section 14 of this Agreement, has had the opportunity to review the proposed amendment and has submitted its recommendation to the Superintendent or designee.

E. The School Board may amend at anytime its Five-Year Capital Improvement Plan to add necessary capacity projects to satisfy the provisions of this Agreement. For additions to the Five-Year Capital Improvement Plan, the School Board must demonstrate its ability to maintain the financial feasibility of the Plan.

SECTION 10 COMPREHENSIVE PLAN ELEMENTS

10.1 Required Comprehensive Plan Amendments. The County and the Cities agree to adopt the following Comprehensive Plan amendments **no later than January 1, 2008**.

A. An amended Capital Improvement Element (CIE) that includes the portion of the adopted School Board's Five-Year Capital Improvement Plan dealing with capacity improvements. The amended information shall be included in the next Comprehensive Plan amendment, but no later than December 1st, following the annual adoption of the Five-Year Capital Improvement Plan by the School Board. This will ensure that the CIE uniformly sets forth a financially feasible public school capital facilities program, consistent with the adopted Level of Service standards for public schools.

B. A Public School Facilities Element (PSFE) consistent with the requirements of Sections 163.3177(12) and 163.3180, F.S. and this Agreement.

C. An amended Intergovernmental Coordination Element as required by Section 163.3177(6)(h)1 and 2, F.S. and this Agreement.

D. Each jurisdiction's amendments shall be consistent with this Agreement, and those adopted by the other jurisdictions as required by Section 163.3180, F.S.

10.2 Development, Adoption, and Amendment of the Capital Improvements Element (CIE). An annual update or any amendment to the School Board's Five-Year Capital Improvement Plan by the School Board, once adopted by the School Board, shall be transmitted to the County and the Cities. The County and the Cities shall adopt the capacity portions of the School Board's Five-Year Capital Improvement Plan into the Capital Improvement Element of their Comprehensive Plans.

A. The County and the Cities, by adopting the capacity portions of "The Seminole County Public School's Five-Year Capital Improvement Plan" in the Capital Improvements Element of the Local Government's Comprehensive Plan, shall have neither the obligation nor the responsibility for funding or accomplishing the School Board Five-Year Capital Improvement Plan.

10.3 Development, Adoption, and Amendment of the Public School Facilities Element (PSFE). The County and the Cities shall adopt a Public School Facilities Element which is consistent with those adopted by the other local governments within the County. The PSFE must also be consistent with this Agreement, Chapter 163.3177(12), F.S., and Rule 9J-5.025, F.A.C. The County and the Cities shall notify the PSFPC when this element is adopted and when the element becomes effective.

A. In the event that it becomes necessary to amend the PSFE, the local government wishing to initiate an amendment shall request review through the PSFPC prior to transmitting the amendment to the Department of Community Affairs pursuant to Section 163.3184, F.S. The PSFPC shall be responsible for distributing the amendment to all Parties to this Agreement for review and comment.

1. To achieve required consistency, all local governments shall adopt the amendment in accordance with the statutory procedures for amending comprehensive plans.

2. If any local government objects to the amendment and the dispute cannot be resolved between or among the Parties, the dispute shall be resolved in accordance with the provisions set forth in this Agreement. In such a case, the Parties agree not to adopt the amendment until the dispute has been resolved.

B. Any local issues not specifically required by Statute or Rule in the PSFE may be included or modified in the Local Government PSFE by following the normal Comprehensive Plan amendment process.

SECTION 11 SCHOOL CONCURRENCY PROGRAM

11.1 Commencement of School Concurrency. The School Concurrency Program described in this Agreement shall commence on **July 1, 2008**.

11.2 Concurrency Service Areas (CSA). The Parties hereby agree that School Concurrency shall be measured and applied using a geographic area known as a

Concurrency Service Area (CSA) which coincides with groupings of school attendance zones within each school type based on adjacency, as established in this Agreement. The mapping of the CSAs shall be included in the data and analysis of the Public School Facilities Element and are provided in Appendix "A" of this Agreement.

A. CSAs will be described geographically in the Comprehensive Plan pursuant to Section 163.3180 (13)(g)(5), F.S. Maps of the CSA boundaries will be included as support documents as defined in Rule 9J-5.003, FAC and may be updated from time to time by the School Board.

B. The County and Cities shall adopt the standards for modification of the Concurrency Service Area maps as defined here into the PSFE of the Comprehensive Plan based upon School Board Policy 5.30, titled "Student Assignment".

C. As future school attendance zone changes are required for schools programmed in the Seminole School Board Five-Year Capital Improvement Plan, the CSAs shall be modified to the greatest extent possible to provide maximum utilization.

D. Any Party may propose a change to the CSA boundaries. Prior to adopting any change, the School Board must verify that as a result of the change:

1. The adopted level of service standards will be achieved and maintained for each year of the five-year planning period; and

2. The utilization of school capacity will be maximized to the greatest extent possible, taking into account transportation costs, and other relevant factors.

E. The Parties shall observe the following process for modifying CSA maps:

1. At such time as the School Board determines that the change is appropriate considering the above standards, the School Board shall transmit the proposed attendance zones or CSAs and data and analysis to support the changes to the Cities, to the County, and to the PSFPC.

2. The County, Cities, and PSFPC shall review the proposed amendment and send their comments to the School Board within forty five (45) days of receipt.

3. The change to a Concurrency Service Area boundary shall become effective upon final adoption.

F. Charter schools and magnet schools will not have their own CSA. Charter and magnet schools are open to all students residing within the district and students are generally accepted through application approval. These special public schools vary in size, and may target a specific type of student and can limit the age groups or grade levels.

11.3 Level of Service (LOS) Standard. To ensure the capacity of schools is sufficient to support student growth, the County, Cities and School Board shall adopt a

LOS standard for schools. The Parties hereby agree that the desired LOS standard shall be 100% of the aggregate permanent FISH capacity for each school type within each CSA.

To financially achieve the desired LOS standard at the high school level, a tiered LOS standard is established as follows:

	2008-2012	Beginning 2013
Elementary and Middle School CSA	100% of Permanent FISH Capacity	100% of Permanent FISH Capacity
High School CSA	110% of Permanent FISH Capacity	100% of Permanent FISH Capacity

11.4 School Concurrency Regulations. Within 18 months of the effective date of this Agreement, each Local Government shall adopt school concurrency provisions into its land development regulations (LDRs) consistent with the requirements of this Agreement.

A. The County and the Cities shall amend their LDRs to adopt school concurrency provisions for the review of development approvals.

1. In the event that any participating City does not adopt LDRs within 18 months, that government shall be deemed to have "opted in" to the County regulations and agrees to be bound by the terms and provisions therein until it adopts its own ordinance.

2. At any time, any Local Government may opt out of the County's implementing ordinance through implementing its own ordinance.

SECTION 12 UNIFORM SCHOOL CONCURRENCY PROCESS

12.1 General Provisions. The County, the Cities and the School Board shall ensure that the Level of Service Standard established for each school type is maintained.

A. No site plan, final subdivision, or functional equivalent for new residential development may be approved by the County or Cities, unless the residential development is exempt from these requirements as provided in Section 12.1(C) of this Agreement, or until a School Capacity Availability Letter Determination (SCALD) has been issued by the School Board to the local government indicating that adequate school facilities exist.

B. A local government may condition the approval of the residential development to ensure that necessary school facilities are in place. This shall not limit the authority of a local government to deny a site plan, final subdivision or its functional equivalent, pursuant to its home rule regulatory powers.

C. The following residential uses shall be considered exempt from the requirements of school concurrency:

1. All residential lots of record at the time the School Concurrency implementing ordinance becomes effective.

2. Any new residential development that has a site plan approval, final subdivision or the functional equivalent for a site specific development approval prior to the commencement date of the School Concurrency Program.

3. Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units (single-family, multi-family, etc.).

4. Any age restricted community with no permanent residents under the age of eighteen (18). An age restricted community shall be subject to a restrictive covenant on all residential units limiting the age of permanent residents to 18 years and older.

D. Upon request by a developer submitting a land development application with a residential component, the School Board shall issue a determination as to whether or not a development, lot or unit is exempt from the requirements of school concurrency and submit a copy of the determination to the local government within 10 days.

12.2 School Concurrency Application Review

A. Any developer submitting a development permit application (such as site plan or final subdivision) with a residential component that is not exempt under Section 12.1(C) of this Agreement is subject to school concurrency and shall prepare and submit a School Impact Analysis (SIA) to the School Board for review.

B. The SIA shall indicate the location of the development, the number of dwelling units by unit type (single-family detached, single family attached, multi-family, apartments), a phasing schedule (if applicable), and age restrictions for occupancy (if any). The School Board concurrency test shall follow the following steps:

1. *Test Submittal.* The developer shall submit a SIA to the School Board with a copy to the local government with jurisdiction over the proposed development. The completed SIA must be submitted a minimum of five working days but not more than 30 days prior to Development Application submittal to the local government. The School Board shall perform a sufficiency review on the SIA application. An incomplete SIA application will be returned to the Owner/Developer without processing. The School Board will have 20 working days to determine sufficiency and complete the Test Review. The School Board may charge the applicant a non-refundable application fee payable to the School Board to meet the cost of review in accordance with Florida Statutes.

2. *Test Review.* Each SIA application will be reviewed in the order in which it is received by the School Board.

3. *Passing the Test.* If the available capacity of public schools for each type within the CSA [or contiguous CSAs as provided for in 12.3(C) below] containing the proposed project is equal to or

greater than the proposed project's needed capacity, the concurrency test is passed. The School Board will issue a School Capacity Availability Letter of Determination (SCALD) identifying the school capacity available to serve the proposed project and that said capacity has been encumbered for the proposed project for a period of one year. A capacity reservation fee will be established during the regulatory phase of this process.

4. *Failing the Test.* If the available capacity of public schools for any type within the CSA (or contiguous CSAs as provided for in 12.3(C) below) containing the proposed project is less than the proposed project's needed capacity, the concurrency test is failed. The School Board will issue a School Capacity Availability Letter of Determination (SCALD) and inform the developer. If capacity is not available the School Board will advise the developer of the following options:

   a. Accept a 30 day encumbrance of available school capacity, and within the same 30 day period, amend the Development Application to balance it with the available capacity; or

   b. Accept a 60 day encumbrance of available school capacity, and within the same 60 day period, negotiate with the School Board and the local government on a Proportionate Share Mitigation plan as outlined in Section 12.7 below; or

   c. Appeal the results of the failed test pursuant to the provisions in Section 12.8 below; or

   d. Withdraw the SIA application.

5. Test Abandonment. If no option under Section 12.2(B)(4) above is exercised by the developer within 45 days, then the application shall deemed abandoned.

12.3 Methodology. The methodology for performing the concurrency test shall follow the steps outlined below:

A. To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific CSA using the adopted Student Generation Multiplier, as established in the most current adopted Seminole County BCC Public School Impact Fee Ordinance.

B. New school capacity within a CSA which is in place or under actual construction in the first three years of the School Board's Capital Improvement Plan will be added to the capacity shown in the CSA, and is counted as available capacity for the residential development under review.

C. If the projected student growth from a residential development causes the adopted LOS to be exceeded in the CSA, an adjacent CSA which is contiguous with and touches the boundary of, the concurrency service

area within which the proposed development is located shall be evaluated for available capacity. An adjacency evaluation review shall be conducted as follows:

1. In conducting the adjacency review, the School Board shall first use the adjacent CSA with the most available capacity to evaluate projected enrollment impact and, if necessary, shall continue to the next adjacent CSA with the next most available capacity.

2. Consistent with Rule 6A-3.0171, F.A.C., at no time shall the shift of impact to an adjacent CSA result in a total morning or afternoon transportation time of either elementary or secondary students to exceed fifty (50) minutes or one (1) hour, respectively. The transportation time shall be determined by the School Board transportation routing system and measured from the school the impact is to be assigned, to the center of the subject parcel/plat in the amendment application, along the most direct improved pubic roadway free from major hazards.

12.4 Encumbered Capacity. School capacity will be encumbered when there is a final disposition of the Development Application by the local government. If the local government approves the Development Application by means of a Development approval, or its equivalent, the School Board shall move the school capacity from encumbered status to reserved status for the proposed project. This reserved capacity is held for a period of one year from the date of the Development approval, or the issuance of a building permit, whichever occurs first. If the building permit once issued expires under the development regulations of the local government, the project will lose its reserved capacity. When the local government issues a Development approval for a residential project it shall notify the School Board within 10 working days.

12.5 School Concurrency Approval. Issuance of a SCALD by the School Board identifying that adequate capacity exists indicates only that school facilities are currently available, and capacity will not be reserved until the local government issues development approval.

A. A local government shall not issue a Development approval for a residential development until receiving confirmation of available school capacity in the form of a SCALD from the School Board. The Development approval shall include a reference to the findings of the SCALD indicating that the project meets school concurrency. Once the local government has issued a Development approval, school concurrency for the residential development shall be valid for one year from the date of issuance of the Development approval. Expiration, extension or modification of a Development approval for a residential development shall require a new review for adequate school capacity to be performed by the School Board.

B. Local governments shall notify the School Board within ten (10) working days of any official change in the validity (status) of a Development approval for a residential development.

C. The Local Government shall not issue a building permit or its functional equivalent for a non-exempt residential development until receiving confirmation of available school capacity from the School Board in the form of a SCALD. Once the local government has issued a final development approval, school concurrency for the residential development shall be valid for the life of the final development approval.

12.6 Development Review Table. The School Board shall create and maintain a Development Review Table (DRT) for each CSA, and will use the DRT to compare the projected students from proposed residential developments to the CSAs available capacity programmed within the first three years of the current five-year capital planning period.

A. Student enrollment projections shall be based on the most recently adopted School Board Capital Facilities Work Program, and the DRT shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

Available Capacity = School Capacity[1] – (Enrollment[2] + Approved[3])

Where:

[1]School Capacity = Permanent School Capacity as programmed in the first three (3) years of the School Board's Five-Year CIP.

[2]Enrollment = Student enrollment as counted at the Fall FTE.

[3]Approved = Students generated from approved residential developments after the implementation of school concurrency.

B. Using the Fall FTE, the vested number of students on the DRT will be reduced by the number of students represented by the residential units that received certificates of occupancy within the previous twelve (12) month period.

12.7 Proportionate Share Mitigation. In the event there is not available school capacity to support a development, the School Board shall entertain proportionate share mitigation options and, if accepted, shall enter into an enforceable and binding agreement with the developer to mitigate the impact from the development through the creation of additional school capacity.

A. When the anticipated student impacts from a proposed development cause the adopted LOS to be exceeded, the developer's proportionate share will be based on the number of additional student stations necessary to achieve the established LOS. The amount to be paid will be calculated by the cost per student station for elementary, middle and high school as determined and published by the State of Florida.

B. The methodology used to calculate a developer's proportionate share mitigation shall be as follows:

Proportionate Share = ([1]Development students - Available Capacity) x [2]Total Cost per student station

Where:

[1]Development students = those students from the development that are assigned to a CSA and have triggered a deficiency of the available capacity.

[2]Total Cost = the cost per student station as determined and published by the State of Florida.

C. The applicant shall be allowed to enter a 90 day negotiation period with the School Board in an effort to mitigate the impact from the development through the creation of additional capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable development agreement with the School Board.

1. A mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School Board's Five-Year Capital Improvement Plan. Capacity enhancing projects identified within the first three (3) years of the Five-Year Capital Improvement Plan shall be considered as committed in accordance with Section 9.5 of this Agreement.

2. If capacity projects are planned in years four (4) or five (5) of the School Board's Five-Year Capital Improvement Plan within the same CSA as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 12.7(B) of this Agreement.

3. If a capacity project does not exist in the Capital Improvement Plan, the School Board will add a capacity project to satisfy the impacts from a proposed residential development, if it is funded through the developer's proportionate share mitigation contributions. Mitigation options may include, but are not limited to:

a. Contribution of land or payment for land acquisition suitable for and in conjunction with, the provision of additional school capacity; or

b. Mitigation banking based on the construction of a educational facility in exchange for the right to sell capacity credits; or

c. Provide modular or permanent student stations acceptable for use as an educational facilities; or

d. Provide additional student stations through the remodeling of existing buildings acceptable for use as an educational facility; or

e. Construction or expansion of permanent student stations at the impacted school within the CSA; or

f. Construction of a educational facility in advance of the time set forth in the School Board's Five-Year Capital Improvement Plan.

D. For mitigation measures (a) thru (f) above, the estimated cost to construct the mitigating capacity will reflect the estimated future construction costs at the time of the anticipated construction. Improvements contributed by the developer shall receive school impact fee credit.

E. Developer shall receive an impact fee credit for the proportionate share mitigation. Credits will be given for that portion of the impact fees that would have been used to fund the improvements on which the proportionate fair share contribution was calculated. The portion of impact fees available for the credit will be based on the historic distribution of impact fee funds to the school type (elementary, middle, high) in the appropriate CSA. Impact fee credits shall be calculated at the same time as the applicant's proportionate share obligation is calculated. Any school impact fee credit based on proportionate fair share contributions for a proposed development cannot be transferred to any other parcel or parcels of real property within the CSA.

F. A proportionate share mitigation contribution shall not be subsequently amended or refunded after final site plan or plat approval to reflect a reduction in planned or constructed residential density.

G. Impact fees shall be credited against the proportionate share mitigation total.

H. Any proportionate share mitigation must be directed by the School Board toward a school capacity improvement identified in the School Board's Five-Year Capital Improvement Plan.

I. Upon conclusion of the negotiation period, a second Determination Letter shall be issued. If mitigation is agreed to, the School Board shall issue a new Determination Letter approving the development subject to those mitigation measures agreed to by the local government, developer and the School Board. Prior to, site plan approval, final subdivision approval or the functional equivalent, the mitigation measures shall be memorialized in an enforceable and binding agreement with the local government, the School Board and the Developer that specifically details mitigation provisions to be paid for by the developer and the relevant terms and conditions. If mitigation is not agreed to, the Determination Letter shall detail why any mitigation proposals were rejected and why the development is not in compliance with school concurrency requirements. A SCALD indicating either that adequate capacity is available, or that there is not a negotiated proportionate share mitigation settlement following the ninety (90) day negotiation period as described in Section 12.7(C) of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.

12.8 Appeal Process. A person substantially affected by a School Board's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S.

SECTION 13 OVERSIGHT

13.1 Oversight. The PSFPC will serve as the required oversight committee for school concurrency to monitor and evaluate the school concurrency program. The committee shall appoint a chairperson, meet at a minimum, semi-annually in mid-September and mid-March in accordance with the laws of Florida governing public meetings, and report to participating local governments, the School Board and the general public on the effectiveness with which this Agreement is being implemented. A representative of the School Board shall be responsible for coordinating the semiannual meeting.

A. The monitoring and evaluation of the school concurrency process is required pursuant to Section 163.3180(13)(g)(6)(c), F.S., and Section 2 of this Agreement. The PSFPC shall be responsible for preparing an annual assessment report on the effectiveness of the School Concurrency System. The report will be made available to the public and presented at the PSFPC March meeting.

B. The PSFPC members shall be invited to attend all meetings referenced in Section 2 and shall receive copies of all reports and documents produced pursuant to this Agreement.

The PSFPC shall evaluate the effectiveness of the CSAs for measuring the LOS and consider making recommendations to amend the CSA Map.

C. By August 1st of each year, the PSFPC shall receive the proposed School Board's District Educational Facilities Work Plan and the Five-Year Capital Improvement Plan. The PSFPC will report to the School Board, the County, and the Cities on whether or not the proposed Five-Year Capital Improvement Plan maintains the adopted Level of Service in each CSA by adding enough projects to increase the capacity. The PSFPC will examine the need to eliminate any permanent student station shortfalls by including required modernization of existing facilities, and by providing permanent student stations for the projected growth in enrollment over each of the five (5) years covered by the plan.

SECTION 14 SPECIAL PROVISIONS

14.1 School Board Requirements. The Parties acknowledge and agree that the School Board is or may be subject to the requirements of the Florida and United States Constitutions and other state or federal statutes regarding the operation of the public school system and the rules by the State Board of Education or Commissioner of Education.

Accordingly, the County, the Cities and the School Board agree that this Agreement is not intended, and will not be construed, to interfere with, hinder, or obstruct in any manner, the School Board's constitutional and statutory obligation and sovereignty to provide a uniform system of free public schools on a Countywide basis or to require the School Board to confer with, or obtain the consent of, the County or the Cities, as to whether that obligation has been satisfied. Further, the County, the Cities and the School Board agree that this Agreement is not intended and will not be construed to impose any duty or obligation on the County or City for the School Board's constitutional or statutory obligation. The County and the Cities also acknowledge that the School Board's

obligations under this Agreement may be superseded by state or federal court orders or other state or federal legal mandates.

14.2 Land Use Authority. The Parties specifically acknowledge that each Local Government is responsible for approving or denying comprehensive plan amendments and development approvals within its own jurisdiction. Nothing herein represents or authorizes a transfer of any of this authority to the School Board.

SECTION 15 AMENDMENT PROCESS, NOTICE, AND TERM OF AGREEMENT

15.1 Amendment of the Agreement. This Agreement may be amended by written consent of all parties to this Agreement. The Agreement will remain in effect until amended in accordance with Florida Statutes.

15.2 Notice Requirements. Any notices provided pursuant to this Agreement shall be sent to the following addresses:

City Manager
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701

City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

City Manager
City of Lake Mary
100 North Country Club Road
Lake Mary, Florida 32746

City Manager
City of Longwood
175 West Warren Avenue
Longwood, Florida 32750

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

City Manager
City of Sanford
300 North Park Avenue
Sanford, Florida 32771

City Manager
City of Winter Springs
1126 East State Road 434
Winter Springs, Florida 32708

County Manager
Seminole County Government
1101 East First Street
Sanford, Florida 32771

School Board Superintendent
Seminole County School Board
400 East Lake Mary Boulevard
Sanford, Florida 32773

15.3 Repeal of the Agreement. If the Florida Statute as it pertains to school planning coordination and school concurrency is repealed, the Agreement may be terminated by written consent of all parties of this Agreement.

15.4 Termination of the Agreement. No party to this Agreement may terminate its participation in the agreement except through the exemption process in which a municipality may not be required to participate in school concurrency when demonstrating that all the requirements are no longer having a significant impact

on school attendance, per Section 163.3177(12)(b), F.S., at the time of a local government Evaluation and Appraisal Report, by providing a sixty (60) day written notice to at other parties and to the Florida Department of Community Affairs.

15.5 Withdrawal. Withdrawal from the Agreement by any party shall not alter the terms of the Agreement with respect to the remaining signatories.

SECTION 16 RESOLUTION OF DISPUTES

16.1 Dispute Resolution. If the parties to this Agreement are unable to resolve any issue in which they may be in disagreement covered in this Agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164, F.S.

SECTION 17 EXECUTION IN COUNTERPARTS

17.1 Agreement Execution. This Agreement shall be executed in any number of counterparts, each of which so executed shall be deemed to be original, but all such counterparts shall, together, constitute but one in the same instrument.

SECTION 18 SUCCESSION OF AGREEMENT

18.1 Succession of Agreement. This Agreement supersedes any previous agreements regarding public school facilities planning upon the effective date of this agreement.

ATTEST:

CITY OF ALTAMONTE SPRINGS

_____
PATSY WAINWRIGHT, City Clerk

By: _____
RUSSEL HAUCK, Mayor

Date: _____

ATTEST:

CITY OF CASSELBERRY

_____
THELMA MCPHERSON, City Clerk

By: _____
BOB GOFF, Mayor

Date: _____

ATTEST:

CITY OF LAKE MARY

_____
CAROL FOSTER, City Clerk

By: _____
THOMAS C. GREENE, Mayor

Date: _____

ATTEST:

CITY OF LONGWOOD

_____
SARAH M. MIRUS, City Clerk

By: _____
JOHN C. MAINGOT, Mayor

Date: _____

ATTEST:

_____
BARBARA BARBOUR, City Clerk

CITY OF OVIEDO

By: _____
THOMAS G. WALTERS, Mayor

Date: _____

ATTEST:

_____
JANET R. DOUGHERTY, City Clerk

CITY OF SANFORD

By: _____
LINDA KUHN, Mayor

Date: _____

ATTEST:

CITY OF WINTER SPRINGS

_____
ANDREA LORENZO-LUACES
City Clerk

By: _____
JOHN F. BUSH, Mayor

Date: _____

Attest:

SEMINOLE COUNTY SCHOOL BOARD

_____
DR. BILL VOGEL, Superintendent

By: _____
BARRY GAINER, Chairman

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

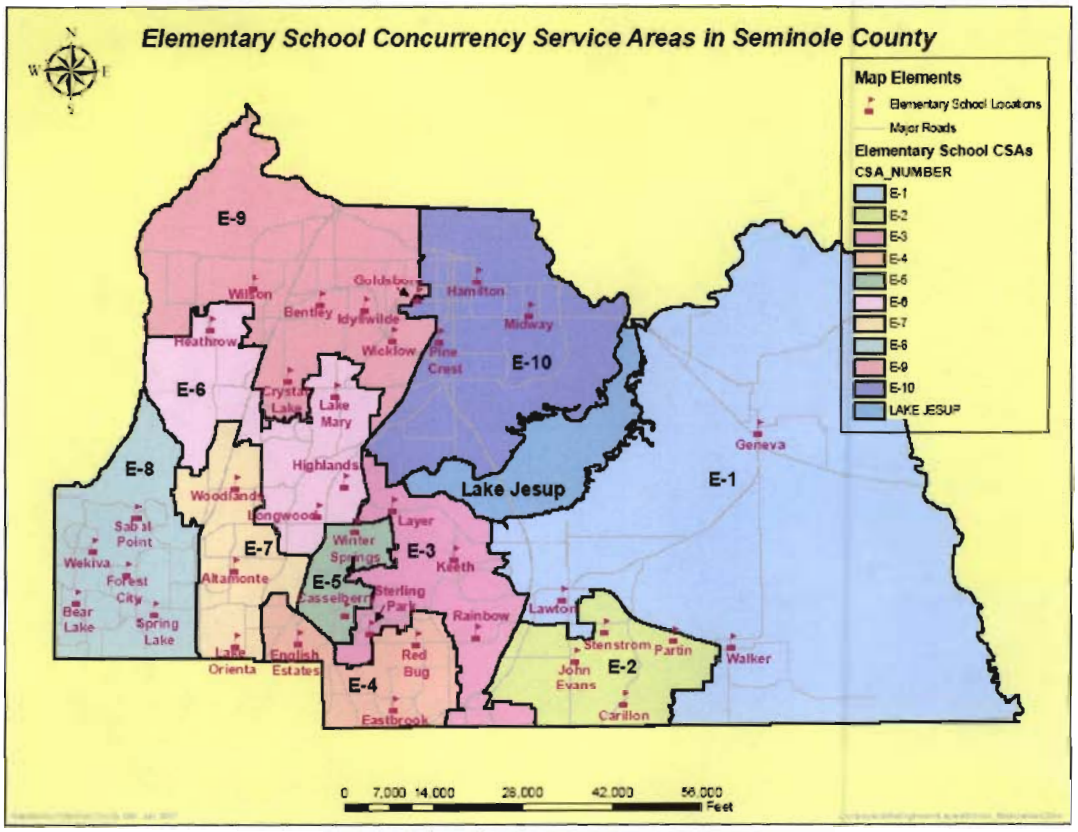
_____
MARYANNE MORSE
Clerk to the Board of County Commissioners of Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

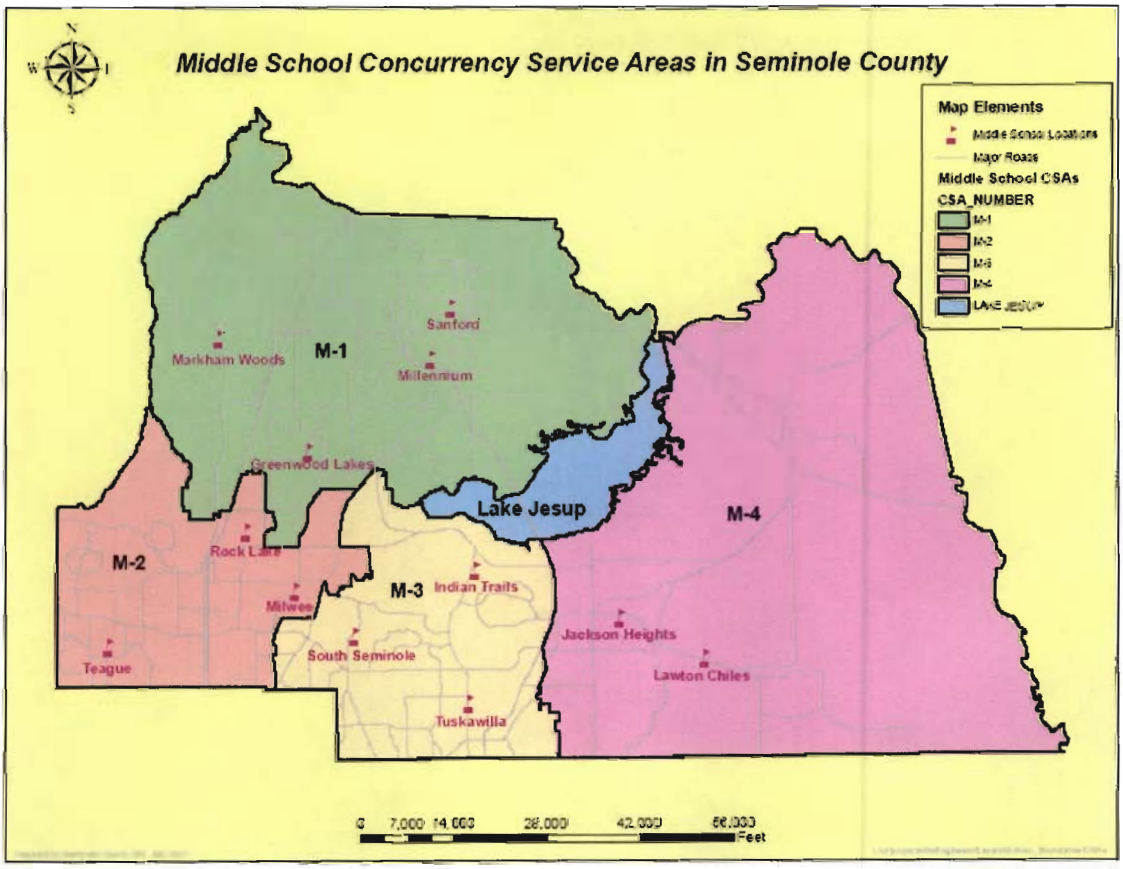
Date: _____

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

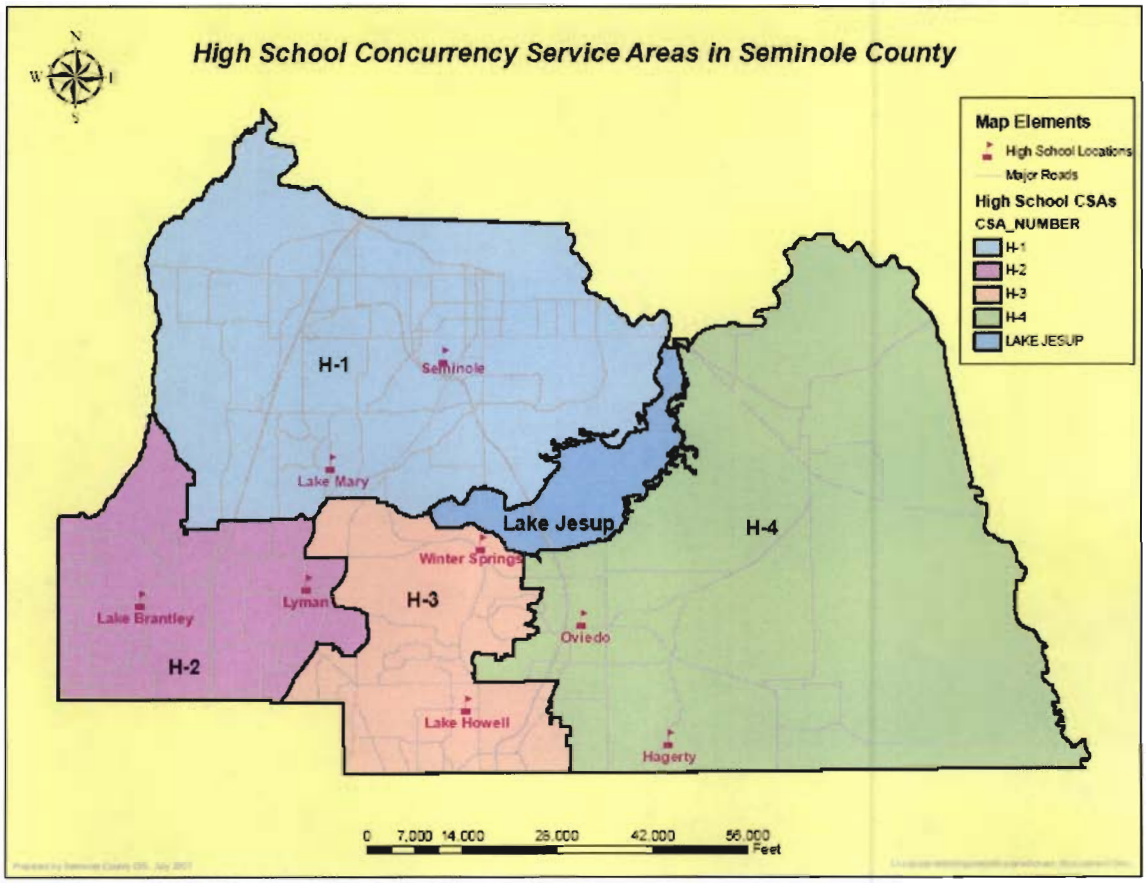
APPENDIX "A"
Concurrency Service Area Maps (CSA)



APPENDIX "A" Cont.
Concurrency Service Area Maps (CSA)



APPENDIX "A" Cont.
Concurrency Service Area Maps (CSA)



SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Celery Avenue at Lake Monroe Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:

1. TRANSMIT the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) for 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, to the Department of Community Affairs, based on staff findings (Harling, Locklin & Associates, Hugh Harling, applicant); or

2. DENY the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling), located on the south side of Celery Avenue approximately 600 feet east of Beardall Avenue (Harling, Locklin & Associates, Hugh Harling, applicant); or

3. CONTINUE the item to a time and date certain.

District 5 Brenda Carey Austin Watkins

BACKGROUND:

The applicant is requesting a Large Scale Future Land Use Amendment and rezone of 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, from SE (Suburban Estates) to LDR (Low Density Residential) and rezone from A-1 (Agriculture) to R-1 (Single-Family Dwelling) and R-1A (Single-Family Dwelling). The applicant is requesting the amendment and rezone to allow for single-family residential development at a maximum density of 4 dwelling units per net buildable acre. The LDR Future Land Use designation allows for the requested zoning districts.

The applicant proposes to rezone the southern half of the property to R-1, which has a minimum lot size of 8,400 square feet and a minimum width at the building line of 70 feet and the northern half of the property (adjacent to Celery Avenue) to R-1A, which has a minimum lot size of 9,000 square feet and a minimum width at the building line of 75 feet.

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-1 and R-1A.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on July 11, 2007 and voted unanimously (7-0) to recommend TRANSMITTAL of the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and approval of the rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) for 16.34± acres, located on the south side of Celery Avenue approximately 600 feet east of Beardall Avenue, to the Department of Community Affairs.

STAFF RECOMMENDATION:

Staff recommends the Board TRANSMIT the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and APPROVE the requested rezone from A-1 (Agriculture) to R-1 (Single-Family Dwelling) and R-1A (Single-Family Dwelling) for 16.34± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, to the Department of Community Affairs, based on staff findings.

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Zoning and Future Land Use Map
4. Aerial Map
5. Parcel Map
6. Rezone Ordinances
7. Large Scale Future Land Use Amendment Ordinance
8. Denial Development Order
9. July 11, 2007 P&Z Minutes
10. Applicant's Justification Statement
11. School Capacity Analysis

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Celery Avenue at Lake Monroe Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 (Agriculture) to R-1 (Single-Family Dwelling) and R-1A (Single-Family Dwelling)		
APPLICANT	Harling, Locklin & Associates, Hugh Harling, applicant	
PROPERTY OWNER	Lodestar Holdings, LLC	
REQUEST	LSLUA from Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 to R-1 and R-1A	
PROPERTY SIZE	16.34 ± acres	
HEARING DATE (S)	P&Z: July 11, 2007	BCC: August 14, 2007 (Transmittal) December 11, 2007 (Adoption)
PARCEL ID	33-19-31-300-0120-0000	
LOCATION	Located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue.	
FUTURE LAND USE	SE (Suburban Estates)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2007-20	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is proposing a detached single-family subdivision with R-1A (9,000 square foot) lots on the northern half and R-1 (8,400 square foot) lots on the southern half of the subject property.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is proposing a Large Scale Future Land Use Amendment from Suburban Estates (1 dwelling unit per net buildable acre) to Low Density Residential (equal to or less than 4 du/net buildable acre) and a rezone from A-1 (Agriculture) to R-1 (Single-Family Dwelling) and R-1A (Single-Family Dwelling). The applicant proposes to rezone the north half of the property to R-1A to allow for larger lots along Celery Avenue. The south half of the property is requested to be rezoned to R-1 to allow for smaller lots adjacent to the industrial property to the south and the Cameron Heights PUD.

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested zoning district of R-1A (Single-Family).

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (R-1)	Proposed Zoning (R-1A)
Minimum Lot Size	43,560 square feet	8,400 square feet	9,000 square feet
Minimum House Size	N/A	700 square feet	1,100 square feet
Minimum Width at Building Line	150 feet	70 feet	75 feet
Front Yard Setback	50 feet	25 feet	25 feet
Side Yard Setback	10 feet	7.5 feet	7.5 feet
(Street) Side Yard Setback	50 feet	25 feet	25 feet
Rear Yard Setback	30 feet	30 feet	30 feet
Maximum Building Height	35 feet	35 feet	35 feet

COMPATIBILITY WITH SURROUNDING PROPERTIES

The subject property is located in an area which is transitioning towards single-family residences compatible with the Low Density Residential Future Land Use designation. Vision 2020, The Seminole County Comprehensive Plan FLU Exhibit - 2 *Appropriate Transitional Land Uses* identifies Low Density Residential as a compatible transitional land use when adjacent to Suburban Estates. The southern property line is adjacent to Industrial Future Land Use and the property is northeast of the Cameron Heights PUD. The Cameron Heights PUD has a variety of single-family, townhome and commercial uses approved within the PUD. The primary use within the Cameron Heights PUD is single-family residences which range from 2.5 dwelling units to 4.0 dwelling units per net buildable acre. Currently, Suburban Estates is the predominant land use designation on Celery Avenue in both directions allowing for a maximum density of 1 dwelling unit per net buildable acre.

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-1 and R-1A.

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 16.34 ± acre rezone request to R-1 and R-1A, the results from the analysis indicated a weight of 9.19, which is consistent with the R-1 zoning district.

It is very important to note that the assigned Future Land Use designations on Celery Ave and surrounding properties are Suburban Estates. The area is in a transition from Suburban Estates to Low Density Residential. Staff determined that the final form of development for the properties assigned the A-1 zoning classification and the SE Future Land Use designation is Low Density Residential. Therefore, Staff completed the Lot Size Compatibility Analysis utilizing the secondary calculation for vacant A-1 property and assigned a maximum of 7 points, depending upon whether water or sewer is currently available and whether or not the roadway is currently built to County Standard.

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated against. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located in an area transitioning to developments consistent with the Low Density Residential Future Land Use (FLU) designation (Equal to or less than 4 dwelling units per net buildable acre). Located southwest of the subject property is the Cameron Heights PUD which is approved for 2.5 to 4.0 dwelling units per net buildable acre for single-family development. Further, certain properties northwest of the subject property have the Low Density Residential FLU designation. South of the subject property is Industrial FLU, Low Density Residential FLU, single-family and townhouses approved within the Cameron Height PUD, commercial and industrial uses, and the Orlando Sanford International Airport.

Staff finds that the character of the area has changed enough to warrant a density increase from Suburban Estates to Low Density Residential.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering.

The subject property is not located within any special or overlay district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property is located in a transitional area between more intensive FLU designations and uses south of the subject property and less intensive uses north of the property. The subject property is adjacent to Industrial FLU and north of the Cameron Heights PUD, which has single-family, townhomes and commercial as approved uses. However, the predominate FLU designation along Celery Avenue is Suburban Estates. The applicant is proposing the R-1A zoning classification for the north half of the property to have larger lots adjacent to the SE FLU. The applicant is proposing R-1 on the south half of the property to transition to the more intensive uses.

F. Whether the proposed use furthers the public interest by providing:

1. **Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**

2. **Dedications or contributions in excess of Land Development Code requirements**

3. **Affordable housing**

4. **Economic development**

5. **Reduction in transportation impacts on area-wide roads**

6. **Mass transit**

Staff Evaluation

The applicant is not proposing any additional facility improvements. The applicant's proposal does not consider affordable housing, economic development, mass transit, nor reduction in transportation impacts.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies and Exhibits and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The subject property is in an area that is transitioning from Suburban Estates to Low Density Residential. Several developments west of the subject property have been developed consistent with the Low Density Residential density. *Exhibit FLU: Appropriate Transitional Land Uses* states that Low Density Residential is an appropriate transitional land use when adjacent to Suburban Estates. However, Industrial FLU borders the southern portion of the property, per *Exhibit FLU: Appropriate Transitional Land Uses* Low Density Residential and Industrial FLU are not an appropriate transitional land use. However, current development trends in the area indicate that the long-term development in the area will consist of residential rather than industrial uses. The Cameron Heights and Beardall Heights PUD have several single-family villages adjacent to Industrial Future Land Use. Further, River's Edge Preserve PUD, located east of the property is approved for townhomes. Staff anticipates that the property to the south will re-develop as a residential project in the future, due to the adjacency of large residential developments. Therefore, staff finds that the proposed Future

Land Use Amendment to LDR and associated rezone to R-1 and R-1A are compatible with the adjacent land uses.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map 12117C0065E, with an effective date of April 17, 1995, as well as preliminary updated DFIRMs, the entire site lies in floodzone X, outside the 100 year floodplain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there does not appear to be any wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing Zoning (A-1)	Proposed Development (64 Lots Maximum)	Net Impact
Water (GPD)	5,600	22,400	16,800
Sewer (GPD)	4,800	19,200	14,400
Traffic (ADT)	153	613	460

Utilities:

The site is located in the City of Sanford's utility service area, and will be required to connect to public utilities. There is a 6-inch water main on the north side of Celery Ave.

Transportation / Traffic:

The property proposes access onto Celery Avenue, which is classified as a Collector Road. Celery Avenue is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program.

School Impacts:

The Seminole County Public School District has prepared an analysis regarding impacts resulting from recently platted residential developments that are zoned for the same schools as the subject property, but are not yet included in the school capacity numbers. This analysis is included as an attachment to this report.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #41, which is located at 3355 E SR 46. 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 Midway Drainage Basin, and, based on preliminary review, does not appear to have limited downstream capacity. At a minimum, the site will have to be designed to provide retention to attenuate the 25 year/24 hour storm pre-post discharge rate difference. Additional retention may be required 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:

The developer will be required to build a 5-foot sidewalk along Celery Avenue for the frontage of their property.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay District.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The following policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

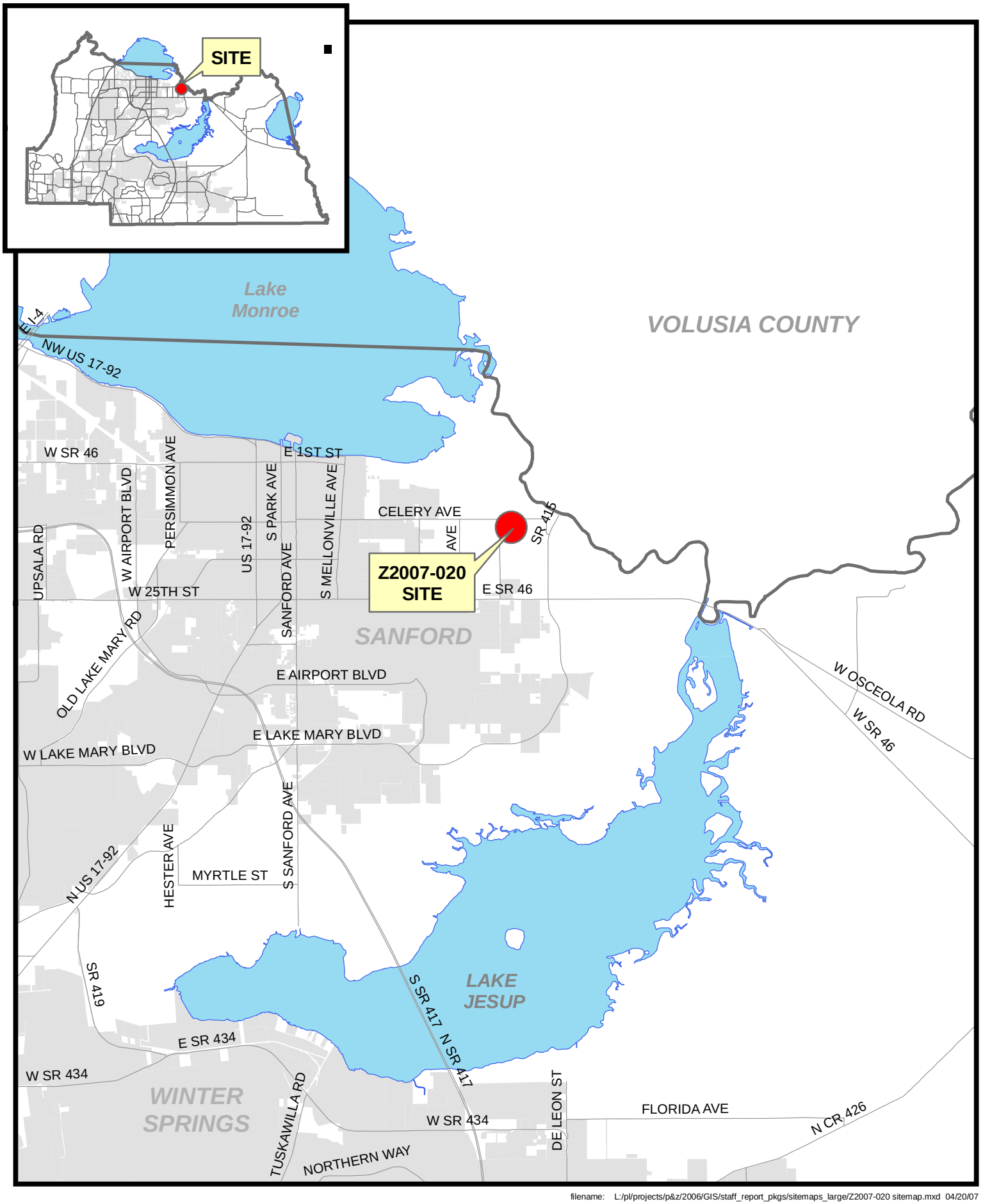
Policy FLU	2.1:	Subdivision Standards
Policy FLU	2.5:	Transitional Land Uses
Policy FLU	2.10:	Determination of Compatibility in the Low Density Residential Future Land Use Classification
Policy FLU	5.5:	Water and Sewer Service Expansion
Policy FLU	12.4:	Relationship of Land Use to Zoning Classifications
Policy FLU	12.5:	Evaluation Criteria of Property Rights Assertions
Policy POT	4.5:	Potable Water Connection
Policy SAN	4.4:	Sanitary Sewer Connection
Policy PUB	2.1:	Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

Intergovernmental notice was sent to the Seminole County School District on May 15, 2007. The School District has provided a School Capacity Report, which is attached.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.



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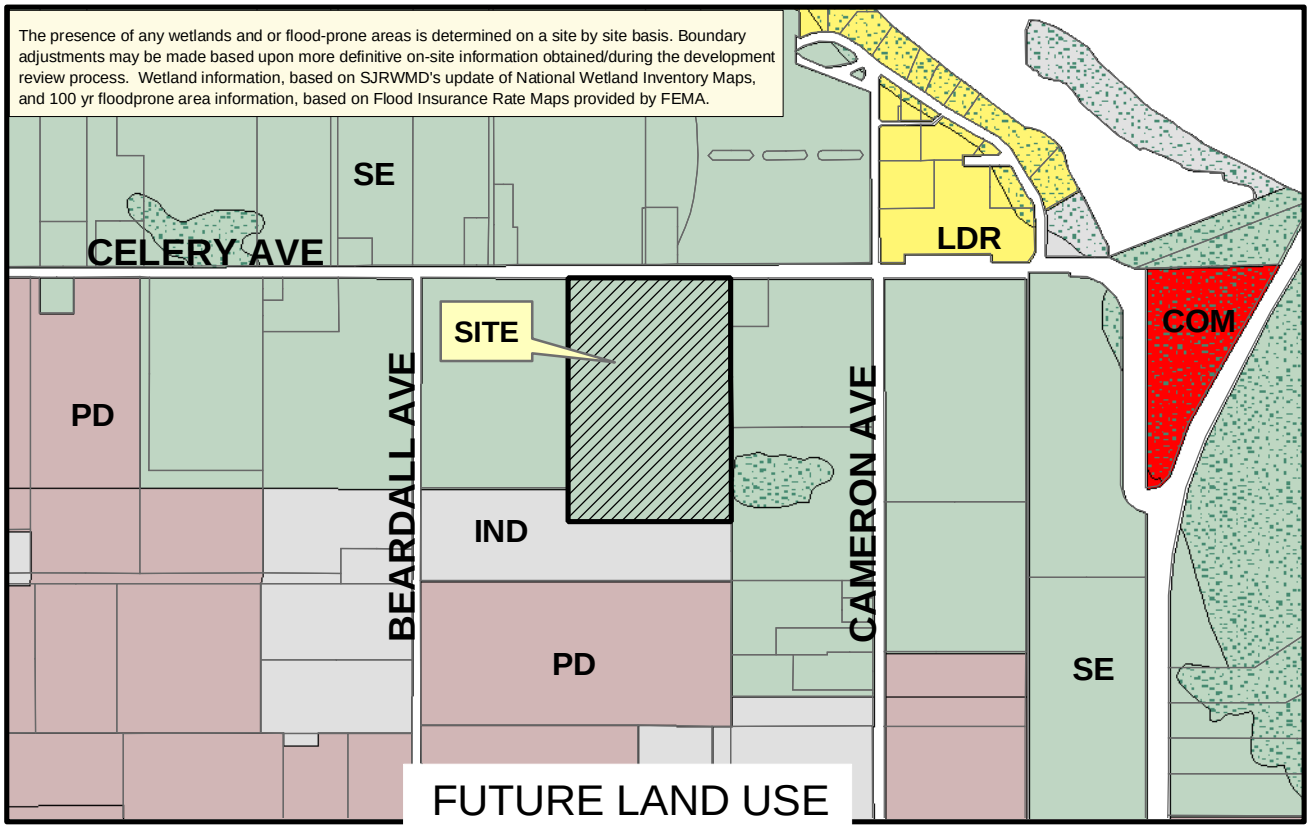
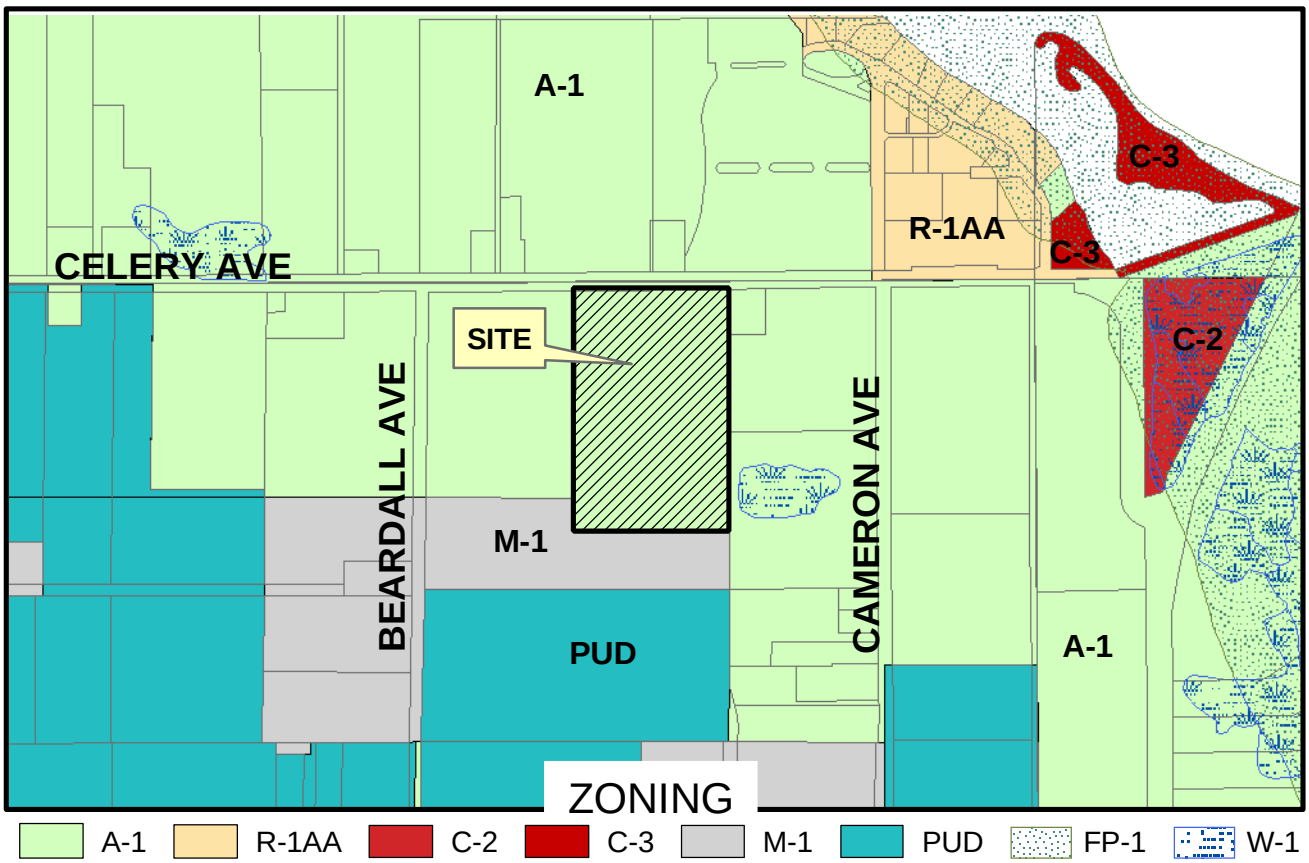


Applicant: Hugh Harling
Physical STR: 33-19-31-300-0120-0000
Gross Acres: 16.34 +/- BCC District: 5
Existing Use: Agriculture
Special Notes: None

	Amend/ Rezone#	From	To
FLU	07-07LS.01	SE	LDR
Zoning	Z2007-020	-	-



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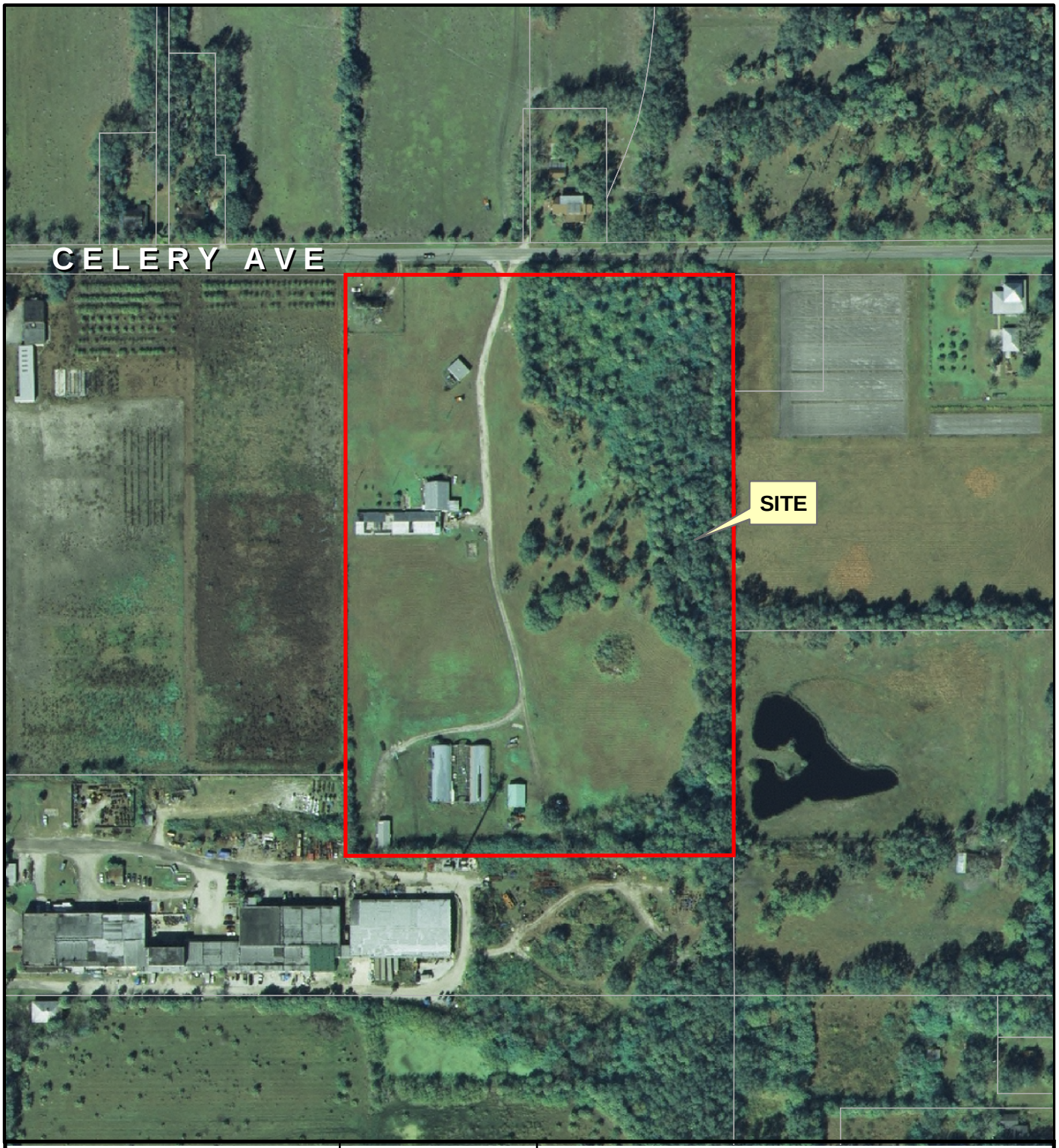
Note: The Future Land Use map reflects the realigned parcel base, whereas the Zoning Map still utilizes the non shifted parcels. On occasion, this will result in discrepancies between the two maps.



Rezone No: Z2007-020

FLU No: 07-07LS.01

From: SE To: LDR

Parcel

Subject Property

Winter 2006 Color Aerials

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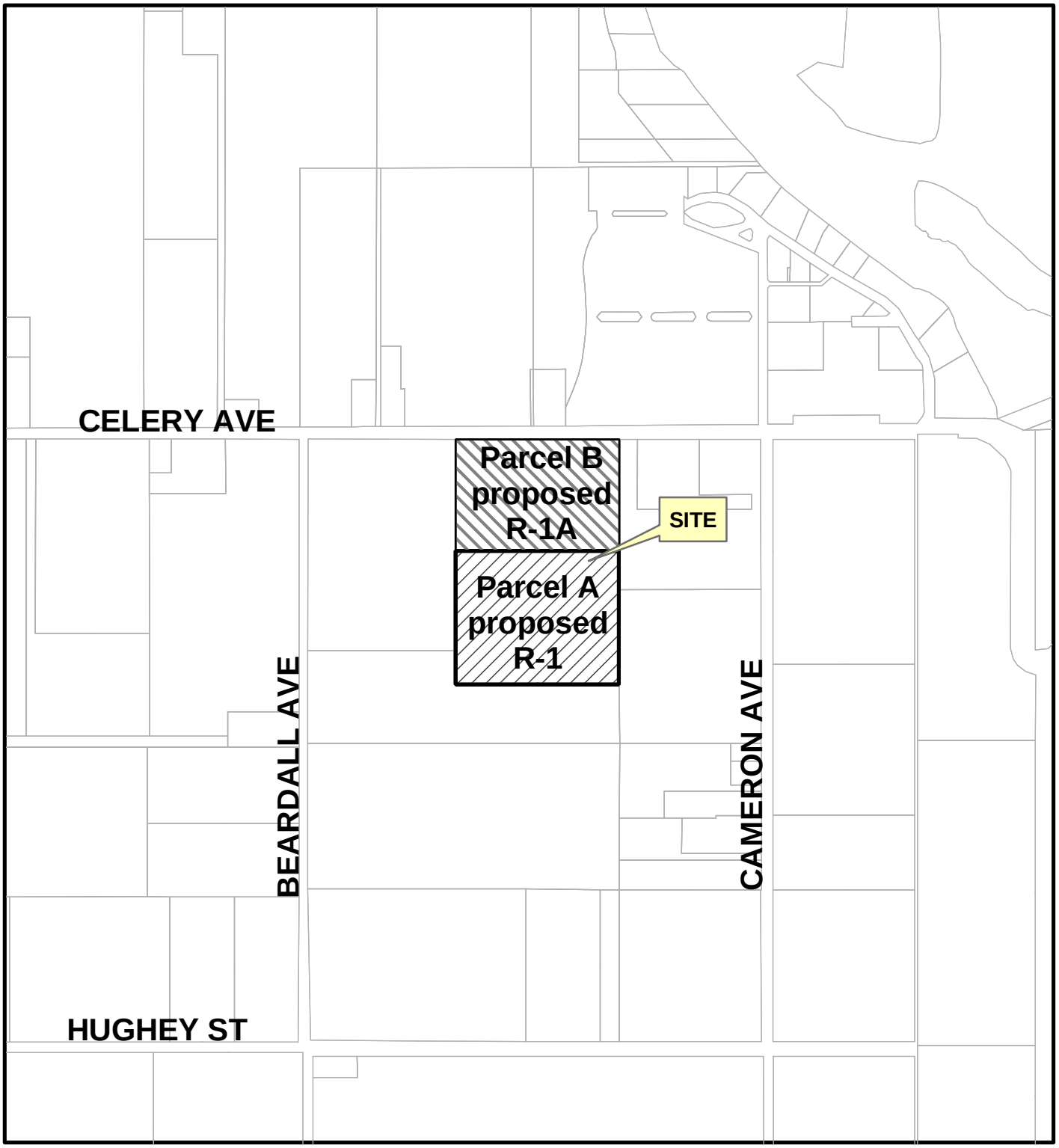

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ORDINANCE NO. 2007- **SEMINOLE COUNTY, FLORIDA Z2007-20**

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) ZONING CLASSIFICATION THE R-1 (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 “Celery Ave at Lake Monroe Large Scale Land Use Amendment and Rezone.”

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to R-1 (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 the date of filing with the Department.

ENACTED this 11th day of December 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Carlton D. Henley
Chairman

EXHIBIT "A"
LEGAL DESCRIPTION:

Parcel "A"

THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ (LESS THE SOUTH 235 FEET AND CR 415 RIGHT OF WAY) SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE NORTH 480 FEET.

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) ZONING CLASSIFICATION THE R-1A (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.

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(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.

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SEE ATTACHED EXHIBIT A

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Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department.

ENACTED this 11th day of December 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Carlton D. Henley
Chairman

EXHIBIT "A"
LEGAL DESCRIPTION:

Parcel "B"

THE NORTH 480 FEET OF THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ (LESS THE SOUTH 235 FEET AND SR 415 RIGHT OF WAY) SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

ORDINANCE NO. 2007 - SEMINOLE COUNTY, FLORIDA

AN ORDINANCE AMENDING THE VISION 2020 SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY BY VIRTUE OF A LARGE SCALE DEVELOPMENT AMENDMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County (hereinafter referred to as the "Board") enacted Ordinance Number 91-13, adopting the 1991 Seminole County Comprehensive Plan, which was subsequently amended in accordance with State law; and

WHEREAS, the Board enacted Ordinance Number 2001-21, which renamed the 1991 Seminole County Comprehensive Plan to the "Vision 2020 Seminole County Comprehensive Plan" (hereinafter referred to as the "Plan"); and

WHEREAS, the Board has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to Large Scale Plan Amendments; and

WHEREAS, the Board has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Land Planning Agency held a public hearing with all required public notice for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board held public hearings with all required public notice for the purposes of hearing and considering the recommendations and comments of the general public, the Land Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board hereby finds that the Plan, as amended by this ordinance, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, and the State Comprehensive Plan, and the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council; and

WHEREAS, the Plan amendment set forth herein has been reviewed by all required State agencies and the Objectives, Recommendations and Comments Report prepared by the Department of Community Affairs has been considered by the Board; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Legislative Findings. The above recitals are true and correct in form and include legislative findings which are a material part of this Ordinance.

Section 2. Amendment To Future Land Use Map Designation The Future Land Use Map of the Future Land Use Element of the Plan is hereby amended by changing the future land use designation assigned to the property depicted therein and legally described in Exhibit A (attached hereto and incorporated herein by this reference) as noted in the following table:

Ord. Exh.	Name	Amendment Number	Land Use Change From – To	LPA Hearing Date	BCC Hearing Dates
A	Celery Ave at Lake Monroe Large Scale Land Use Amendment and Rezone	07-07LS.01	Suburban Estates(SE) to Low Density Residential (LDR)	07/11/07	08/14/07 12/11/07

Section 3. Severability.

(a) The enactment of this Ordinance includes one (1) amendment to the Future Land Use Map.

(b) If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. Exclusion From County Code/Codification.

(a) It is the intent of this Board that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this

Ordinance as a separate document or as part of or as a volume of the Land Development Code of Seminole County in accordance with prior directions given to the said Code codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. Effective Date.

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with State law.

(b) This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the Plan amendment set forth herein shall be twenty-two (22) days after the Florida Department of Community Affairs' publication of a notice of intent to find the Plan amendment in compliance, if no affected party challenges the Plan amendment, or, if an affected party challenges the Plan amendment, 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 or development permits, if dependent upon an amendment, may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission adopting a resolution affirming its

effective status, a copy of said resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 11th day of December 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Carlton D. Henley, Chairman

Exhibit A

SE (Suburban Estates) to LDR (Low Density Residential) (07-07LS.01)

The East ½ of the Northwest ¼ of the Northeast ¼ (less the South 235 feet and SR 415 right-of-way) Section 33, Township 19 South, Range 31 East, Seminole County, Florida

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On August 14, 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): Lodestar Holdings, LLC

Project Name: Celery Ave at Lake Monroe LSLUA and Rezone

Requested Development Approval: The applicant is requesting a Large Scale Land Use Amendment from Suburban Estates to Low Density Residential and a rezone from A-1 (Agriculture) to R-1 (Single-Family Dwelling) and R-1A (Single-Family Dwelling) on 16.34 + acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue.

The Board of County Commissioners has determined that the requested Large Scale Land Use Amendment from Suburban Estates to Low Density Residential and rezone to R-1 and R-1A are not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Celery Ave at Lake Monroe Large Scale Land Use Amendment and Rezone" and all evidence submitted at the public hearing on August 14, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Large Scale Land Use Amendment from Suburban Estates to Low Density Residential and R-1 and R-1A rezone 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 East ½ of the Northwest ¼ of the Northeast ¼ (less the South 235 feet and SR 415 right-of-way) Section 33, Township 19 South, Range 31 East, Seminole County, Florida

Parcel "A" (Requested R-1 Zoning)

THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ (LESS THE SOUTH 235 FEET AND CR 415 RIGHT OF WAY) SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE NORTH 480 FEET.

Parcel "B" (Requested R-1A Zoning)

THE NORTH 480 FEET OF THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ (LESS THE SOUTH 235 FEET AND SR 415 RIGHT OF WAY) SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

MINUTES FOR
THE SEMINOLE COUNTY LAND PLANNING AGENCY
PLANNING AND ZONING COMMISSION
JULY 11, 2007

Members present: Matthew Brown, Dudley Bates, Ben Tucker, Melanie Chase, Walt Eismann, Kim Day, and Rob Wolf.

Also present: Tina Williamson, Acting Planning Manager; Dori DeBord, Director of Planning and Development; Herman Wright, Principal Coordinator; Austin Watkins, Planner; Amy Stevenson, Planner; Brian Walker, Senior Planner; Kathleen Furey Tran, Assistant County Attorney; Jim Potter, Senior Engineer; and Candace Lindlaw-Hudson, Clerk to the Commission.

Celery Avenue at Lake Monroe Large Scale Land Use Amendment and Rezone; Hugh Harling, P.E., applicant; 16.34± acres; Large Scale Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential) and Rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling District) and R-1A (Single-family Dwelling District); located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue. (Z2007-20 / 07-07LS.01)

Commissioner Carey – District 5
Austin M. Watkins, Planner

Austin Watkins stated that the requested Large Scale Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) will increase the maximum allowable density of the property from one dwelling unit per net buildable acre to a maximum of 4 dwelling units per net buildable acre. Currently, Celery Avenue has predominate Future Land Use of Suburban Estates along its corridor. The subject property is located in an area that is transitioning to a trend of development that is consistent with the Low Density Residential Future Land Use density. South of the subject property is Industrial Future Land Use and the Cameron Heights PUD which is approved for primarily single-family homes at a density of 2.5 to 4.0 dwelling units per net buildable acre. West of the subject property several developments consistent with the LDR density have been granted approval. East of the subject property is the River's Edge Preserve PUD and the River Run PUD. Staff has determined that the requested future land use is an appropriate transitional use and compatible with the surrounding area.

Mr. Watkins stated that the applicant has requested that the northern half of the property be rezoned to R-1A and the southern half of the property be rezoned to R-1. The northern half of the property is adjacent to more properties assigned the A-1 zoning classification than the southern half, therefore requiring larger lot sizes for an appropriate transition land use. Mr. Watkins said that the lot size

compatibility analysis completed by staff does support the rezoning to R-1 and R-1A.

Staff recommendation is for transmittal of the requested Large Scale Land Use Amendment from Suburban Estates to Low Density Residential and approval of the rezoning request from A-1 (Agriculture) to R-1 and R-1A (Single-Family Dwelling) for 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, based on staff findings.

Hugh Harling said that he concurred with staff. He showed a lot layout that will be similar to the Preliminary Subdivision Plan that he will present in the future.

No one spoke from the floor.

Commissioner Eismann made a motion to recommend transmittal of the requested Large Scale Future Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential) and rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) for 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, based on staff findings.

Commissioner Bates seconded the motion.

Commissioner Wolf asked about the lot sizes.

Mr. Watkins said that the R-1 lots will be a minimum of 8,400 square feet and the R-1A lots will be 9,000 square feet.

Mr. Harling stated that the project will be built at a density of 3.2 units per acre.

The motion passed unanimously (7 – 0).

Large-Scale Future Land Use Amendment & Rezoning Amendment Justification Statement

SEMINOLE COUNTY APPLICATION

CELERY AVENUE AT LAKE MONROE

HLA Job No. 0704

Parcel ID No. 33-19-31-300-0120-0000

INTRODUCTION

This application if for a large-scale future land use map amendment (LSFLUA) and associated rezoning amendment to respectively change the future land use (FLU) and zoning designations of the 16.34 –acre subject property from SE (Suburban Estates) to LDR (Low Density Residential) and A-1 (Agriculture District) to R-1A Single Family Dwellings.

PROPERTY AND SURROUNDING LAND USE DESCRIPTION

The property is located on Celery Avenue on the west side of Cameron Avenue and on the East side of Beadall Ave. and North of Beck Hammock Rd., as shown in Figure 1, Location Map and Figure 2, Aerial Map. As previously stated, the site has a current FLU designation of SE, which allows up to one unit per acre and is compatibly zoned A-1, which allows agricultural uses as well as residential units at a maximum density of one unit per acre. Figure 3, Zoning Map, and Figure 4, Existing Zoning Map, respectively depict the site's existing zoning and FLU by comparison to the surrounding area, as shown below in Table 1, surrounding FLU & Zoning.

Table 1

Direction	Future Land Use	Zoning	Existing Land Use
North	Suburban Estates	A-1	Vacant
South	Industrial	M-1	Commercial
East	Suburban Estates	A-1	Cropland
West	Suburban Estates	A-1	Warehouse-Distr.

The following text details the intent and purpose of the requested LDR FLU, as respectively described in the Seminole county Vision 2020 comprehensive Plan and Land Development Code. Based on these policy and code definitions, it is our contention that the proposed development program would be consistent with the Vision 2020 Comprehensive Plan and ultimately comply with the Land Development Code.

SITE DATA

GENERAL INFORMATION:

Location:	Celery Avenue East of Beadall Ave. and West of Cameron Ave.
Parcel ID No:	33-19-31-300-0120-0000
Future Land Use:	SE (Suburban Estates)
Proposed Future Land Use:	LDR (Low Density Residential)
Existing Use:	Agriculture
Proposed Land Use:	Single-Family Residential
Proposed Housing Type:	Single-Family Detached
Proposed Phasing:	Single Phase

ACREAGE:

Gross Acreage: ±16.47 Acres

SCHOOL IMPACT

64 Units x 3.25 persons/unit = 208 x 20% = 42 school age children

TRAFFIC IMPACT:

Total residential units:	Per category #210 Single Family Detached Housing
Trip Generation Rate:	= 9.57 ADT / Unit
	1.02 ADT/ Unit for peak hours
Anticipated ADT:	613 Total Trips
PM Peak:	65 Peak Trips

Impact analysis based on 64 D.U. maximum.

UTILITY DEMAND:

Water demand estimate:	64 units x 350 GPD = 22,400 GPD
Sewer demand estimate:	64 units x 300 GPD = 19,200 GPD
Solid Waste:	4 lbs/person/day x 3.25 people x 64 units = 832 lbs./day

Water, sewer and reuse: Seminole County
Electric: Florida Power and Light
Solid Waste: Local franchise

SIGNAGE:

Subdivision signage shall conform to Seminole County Code requirements.

RELATIONSHIP TO THE GOALS, OBJECTIVES AND POLICIES OF THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN

Applicable Comprehensive Plan FLU Policies

Vision 20/20 – Future Land Use Element – Issue FLU 3 (page FLU-3)

Future Land Use Map Based on Growth Needs/Build-out The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

In Seminole County both private and publicly owned properties are designated as one of the several future land use designations on the adopted Exhibit FLU: Future Land Use Map. The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

Based on the currently adopted Exhibit FLU: Future Land Use Map, it is projected that between 2015 and 2020 the county will experience a shortage of vacant developable land for single family and multi-family development. Among the options available to address this shortage includes amending the Plan to allow increased densities within existing residential designation and creating infill parcels where a mix of residential and non residential uses would be allowed. Subsequent to adoption of the 2001 Plan Update, this issue should be fully assessed and recommended options prepared as part of the next Evaluation and Appraisal Report of the Plan scheduled for 2005.

The proposed development provides single-family residential lots at an overall net density of 3.3 dwelling units per acre, which is consistent with the proposed FLU of Low Density Residential. Providing single-family housing will support target job target industry being encouraged in HIP Airport land use.

Vision 20/20 – Future Land Use Element – Issue FLU 4- Urban Sprawl (page FLU-4)

Rule 9J-5.006, FCA, requires that plans of local government's contain specific provisions to discourage urban sprawl. Urban sprawl can be defined as scattered, poorly planned development occurring at the urban fringe and rural areas, which frequently invades land important for natural resource protection. Types of urban sprawl land uses include leapfrog development, strip development along a roadway and large expanses of low density, single dimensional development.

Between plan adoption in 1991 and completion of the County's evaluation and Appraisal Report (EAR) in 1999, urban sprawl, as historically defined by the Florida Department of Community

Affairs (Department) and repeated in the Plan, has not occurred in unincorporated Seminole county.

This absence of sprawl is due to extensive revisions to the county's Exhibit FLU: Future Land Use Map in 1987 to re-designate vacant, infill and urban fringe areas for urban development intensities. This major update, along with the long standing Conservation Land Use policies and regulations help to meet Department's sprawl tests. In 1991 the plan was amended to establish the East Rural Area and adoption of an urban/rural boundary. Additional steps such as creation of the Higher Intensity Planned Development future land use series (i.e., Target Industry, Core and Transitional and Airport areas), purchase of natural lands, limiting commercial development to major roadway intersections, and providing for mixed use development, joined with land development regulations, have effectively served as tools to address urban sprawl. The County's EAR fully addressed the sprawl indicators cited in Rule 9J-5.006(5), FAC. For a list of these indicators and the County's response, please refer to the EAR document.

Developing Celery Avenue Site as Single-Family lots would not contribute to sprawl, because it is within the Sanford Joint Planning Study Area and is surrounded by infrastructure services.

Vision 20/20 – Future Land Use Element – Issue FLU 10 Trends in Comprehensive Planning (page FLU-7)

Since the 1991 Plan Update, tow popular themes have emerged that have a direct relationship to comprehensive planning. The first of these, "sustainability", suggests the idea of the responsible use of resources to meet current needs without jeopardizing the needs of future residents. The second theme, "smart growth" involves the basic ideas of environmental protection, livable communities and efficient use of public funds. Both themes have in common the idea of community, economic opportunities and protection of the environment. In Seminole county "sustainability" and "smart growth" in land use are achieved through, but not limited to, application of the following planning techniques:

- Economic planning to create target industry areas;
- Acquisition of sensitive natural lands;
- Creation of urban/rural boundary and Plan policies regarding protection of the Rural Area;
- Restricting densities and intensities within the Wekiva River and Econlockhatchee River areas;
- Applying a tiered level of service to encourage infill development and discourage sprawl; and
- Joint planning agreements.

These tow themes are clearly evident in the goal of the Future Land Use Element, which is to achieve an appropriate balance between public and private interests in the protection of the environment, creation of favorable economic conditions and maintenance of established residential neighborhoods. The County's plan and land development regulations set forth policies and provisions to ensure that these areas development in a manner to provide

compatibility, accommodate necessary facilities and services and protect the natural environment.

Development will be concentrated on the upland portions of the site to minimize impacts to small identified wetland areas. As a infill site, the property will be developed to blend with the surrounding community. Accordingly, two lot sizes will be provided to meet the future housing need of Seminole County's projected population.

Vision 20/20 – Future Land Use Element–Objective 2–Protection of Residential Neighborhoods (page FLU-16)

The county shall ensure the long-term viability of residential neighborhoods by regulating future development to create compatibility with surrounding land uses.

Compatibility is based on the Proposed Sanford Joint Planning Area Study for the community.

Vision 20/20 – Future Land Use Element–Objective 6: Public Facilities and Services (page FLU-33)

The County shall require that all development be consistent with the approved Capital Improvements Element or facility and service plans in order to discourage urban sprawl, meet adopted level of service standards and thereby minimize attendant public costs through the implementation of the following policies:

Project will pay all required impact fees.

Vision 20/20 – Future Land Use Element–Policy 6.1 Development Orders, Permits and Agreements (page FLU-33)

The County shall ensure that all development orders, permits and agreements are consistent with the adopted level of service standards and provisions of the Capital Improvements Element and the appropriate facility element as well as all other provisions of this plan.

A Development Order that outlines the future development parameters of the site and developer obligations will be drafted between the property owner and Seminole County.

Vision 20/20 – Future Land Use Element–Policy 6.2 Concurrency Requirements (page FLU-33)

The County shall that all development orders, permits and agreements are subject to the adopted Concurrency Management System standards and provisions to ensure that facilities and services needed to serve the development are available at the adopted level of service consistent with the Implementation Element of this Plan.

There is sufficient infrastructure in place to adequately serve the Celery Avenue Project site. Any additional impact issues will be addressed in the Development Order

Vision 20/20 – Future Land Use Element–Objective 6.3 Infrastructure and Phasing Requirements (page FLU-33)

The county shall evaluate the impact on delivering adequate service to residents within the established service area prior to the expansion of potable water or sewer service area outside the adopted service area boundaries. The County will not expand a service area if the adopted level of service cannot be maintained.

City of Sanford Utilities have capacity to serve the project which will be developed in one phase.

Vision 20/20 – Future Land Use Element–Objective 6.5 Private Investment Above Land Development Code Regulations (page FLU-33)

The county shall require private investment in infrastructure improvements above and beyond Land Development Code requirements (e.g., feeder roads, aerial fire apparatus, right-of-way, signalization, access improvements, transit facilities, stormwater, etc.) where improvements are needed to accommodate the development and to minimize attendant public costs associated with growth.

No additional improvements above and beyond what is improved are anticipated.

CONCLUSION

The requested LSFLUA Amendments are well supported by the policies described within the Seminole county Vision 2020 Comprehensive Plan. The County has a desire to "maintain the established residential character" of this location, and there is a continuing demand for residential housing as proposed. In conclusion, we believe this request would be compatible in the described location and thereby consistent with applicable Seminole County planning policies and applicable regulations.

SEMINOLE COUNTY PUBLIC SCHOOLS
School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: May 17, 2007

RE. **Z2007-20 Celery Ave at Lake Monroe LSFLU Application**

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 – 17.2 +/- acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue. Parcel ID #33-19-31-300-0120-0000.

The request is to change the future land use designation of the subject property from Suburban Estates (SE) to Low Density Residential (LDR). The requested FLU designation would allow up to 4 units per net acre. Based on the comments from Seminole County Planning and the proposed LDR designation, the maximum estimated number of units is determined to be 55 single-family lots.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following table:

Total Proposed units		
Total # of Units	# of Single-Family Lots	# of Multi-Family Units
55	55	0

Student Generation

Impacted Schools	***Projected Number of Additional Students***	***Current Capacity***	***Current Enrollment***	***Percent Utilization***	***Students Resulting from Recently Approved Developments***
Elementary Northeast Cluster	14	1933	2105	108.9	165
Middle Millennium	6	1548	1746	112.8	74
High Seminole	7	3049	3187	104.5	210

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.

Current Enrollment: The number of students reported on October 10, 2006 (Second FTE reporting date) for the current school year.

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 proposed 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. There are an additional 602 student stations in the current 5-year plan to relive overcrowding in the Northeast Cluster elementary zone. There are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve the affected middle or high schools.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Right-of-way Vacate of Spruce Street, Linden Avenue, Walnut Avenue, and two 14.00 feet wide Unnamed Alleys

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:

1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon that portion of the unimproved public rights-of-ways known as Spruce Street, Linden Avenue, Walnut Avenue, and two 14.00 feet wide unnamed alleys as shown on the plat of Replat of Section No. 1, Sanford Grove, as recorded in Plat Book 4, Page 21, Public Records of Seminole County, Florida; located north of SR 46 and east of Brisson Avenue, in Section 32, Township 19 S, Range 31 E, as requested by The School Board of Seminole County, Florida, applicant.

2. DENY the request to vacate and abandon that portion of the unimproved public rights-of-ways known as Spruce Street, Linden Avenue, Walnut Avenue, and two 14.00 feet wide unnamed alleys as shown on the plat of Replat of Section No. 1, Sanford Grove, as recorded in Plat Book 4, Page 21, Public Records of Seminole County, Florida; located north of SR 46 and east of Brisson Avenue, in Section 32, Township 19 S, Range 31 E, as requested by The School Board of Seminole County, Florida, applicant.

3. CONTINUE the public hearing until a time and date certain.

District 5 Brenda Carey Cynthia Sweet

BACKGROUND:

The applicant, The School Board of Seminole County, Florida is requesting to vacate and abandon a portion of the unimproved public rights-of-ways known as Spruce Street, Linden Avenue, Walnut Avenue, and two 14.00 feet wide unnamed alleys as shown on the plat of Replat of Section No. 1, Sanford Grove, as recorded in Plat Book 4, Page 21, Public Records of Seminole County, Florida; in Section 32, Township 19 S, Range 31 E. The site is located on the north side of SR 46 and east of Brisson Avenue.

Vacating and abandonment of the public rights-of-ways and alleys are needed to close off those segments of the rights-of-ways for development of a new public school. The school board owns all the surrounding properties and plans to construct a new high school therefore the rights-of-ways are not needed. The applicant has provided letters from the applicable utility companies stating “no objections”.

Staff has no objections to the vacation and abandonment of the subject public rights-of-ways. This request complies with the requirements and under the authority for vacating a right-of-way of Sections 336.09 and 336.10, Florida Statutes.

STAFF RECOMMENDATION:

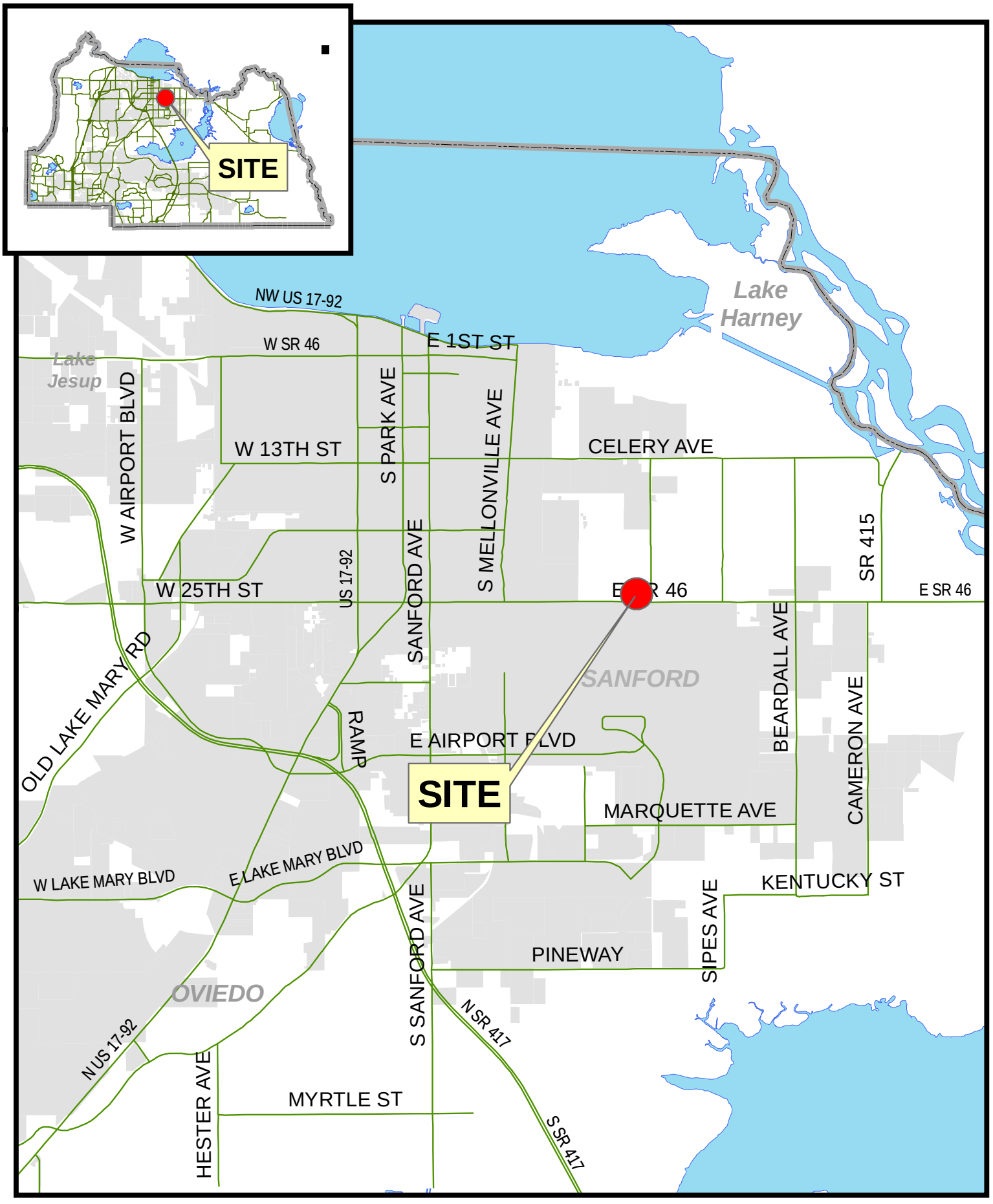
Staff recommends the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon that portion of the unimproved public rights-of-ways known as Spruce Street, Linden Avenue, Walnut Avenue, and two 14.00 feet wide unnamed alleys as shown on the plat of Replat of Section No. 1, Sanford Grove, as recorded in Plat Book 4, Page 21, Public Records of Seminole County, Florida; located north of SR 46 and east of Brisson Avenue, in Section 32, Township 19 S, Range 31 E, as requested by the applicant, The School Board of Seminole County, Florida.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch of Description

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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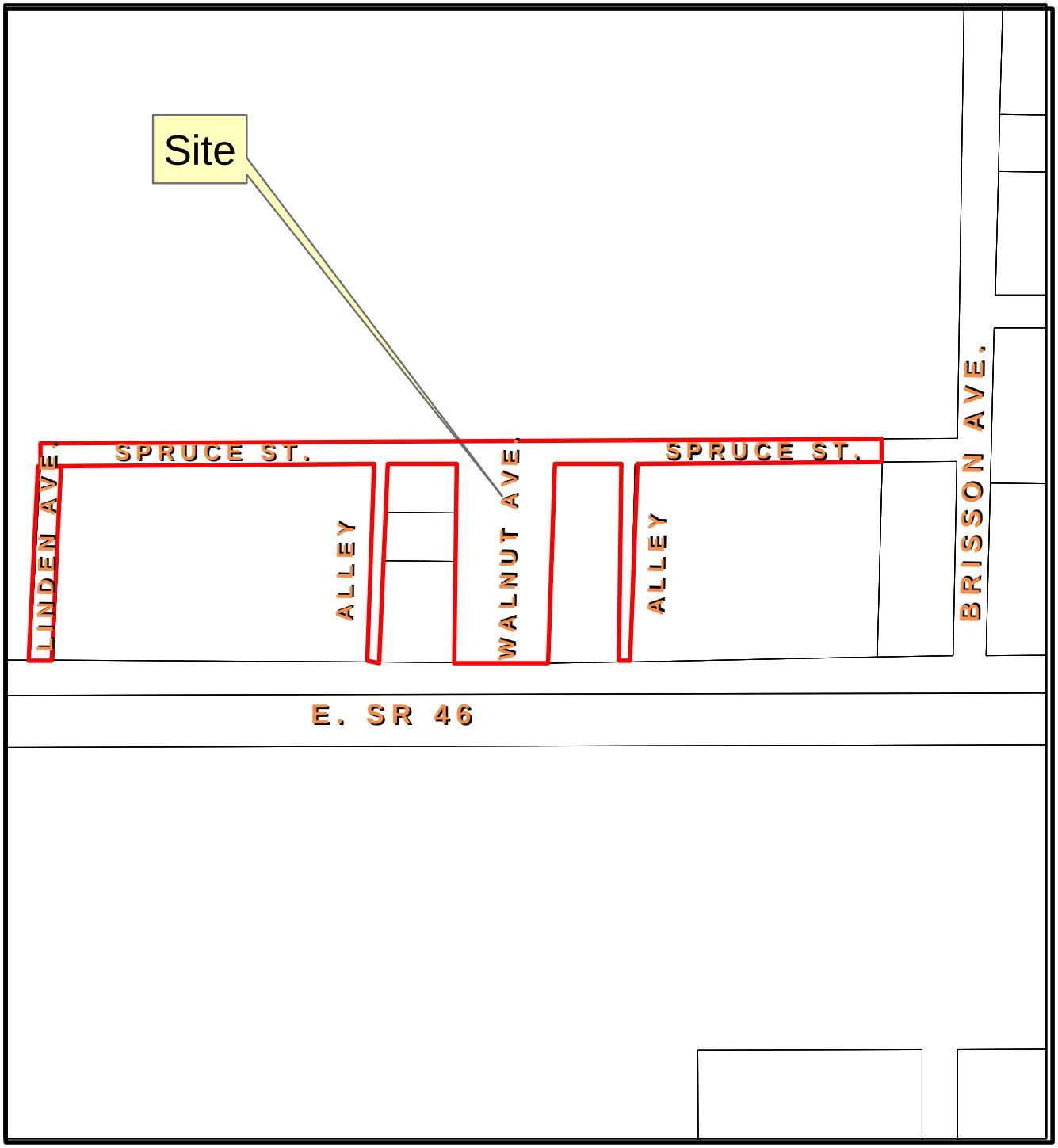
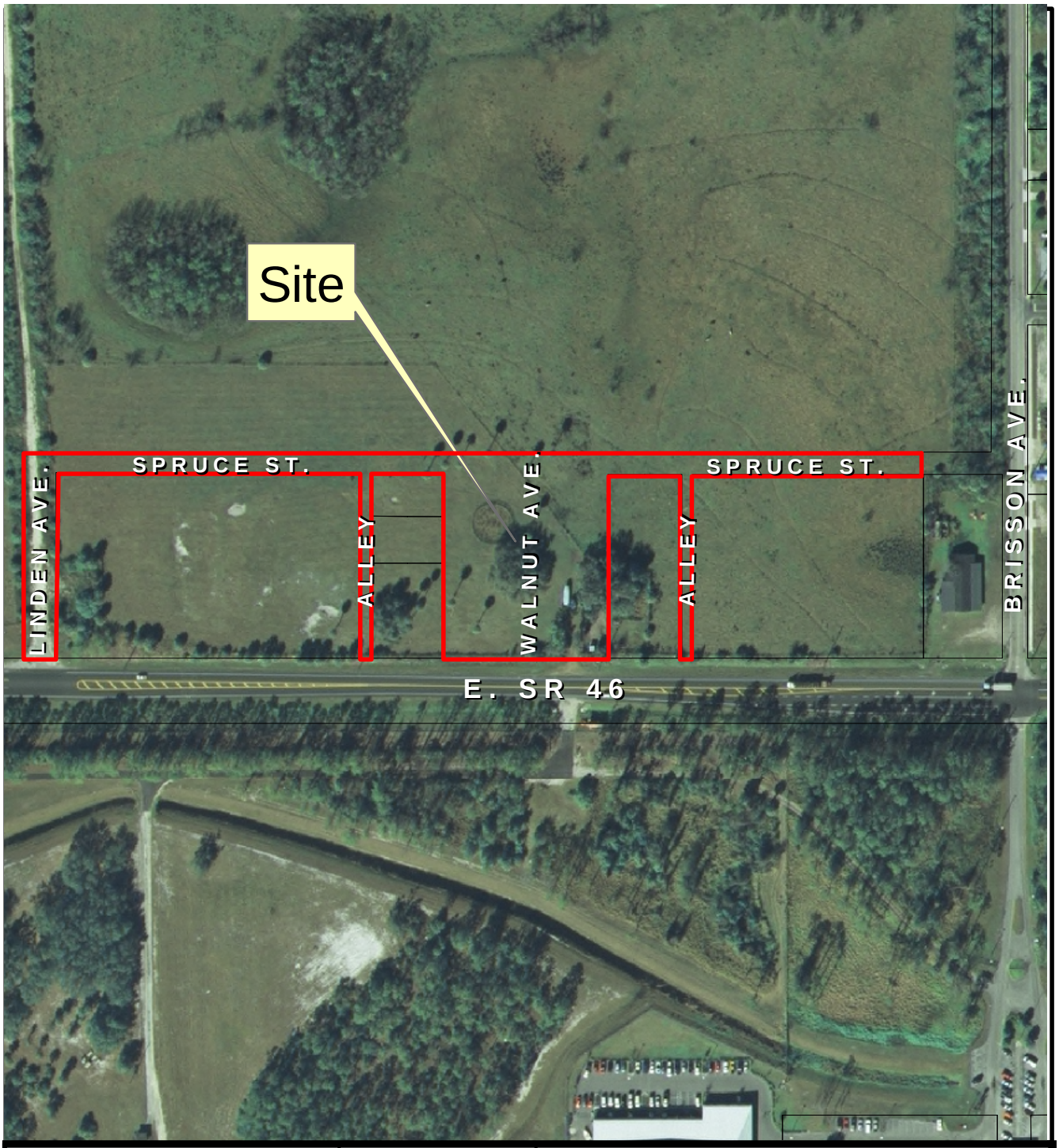
Right-of-Way Vacate of Spruce St, Linden Ave, Walnut Ave, and Two Unnamed Alleys

EXHIBIT A



Right-of-Way Vacate of Spruce St., Linden Ave, Walnut Ave, and two 14.00 feet Unnamed Alleys

EXHIBIT A



Right-of-Way Vacate of Spruce St., Linden Ave, Walnut Ave, and Two 14.0 feet Unnamed Alleys

Parcel

Subject Property

January 2006 Color Aerials

EXHIBIT A

RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 14TH DAY OF AUGUST A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A RIGHT-OF-WAY

Whereas, a Petition was presented on behalf of

SEMINOLE COUNTY SCHOOL BOARD

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit:

A PORTION OF SPRUCE STREET, LINDEN AVENUE, WALNUT AVENUE, AND TWO 14.00 FEET WIDE ALLEYS AS SHOWN ON THE PLAT OF REPLAT OF SECTION NO. 1, SANFORD GROVE, AS RECORDED IN PLAT BOOK 4, PAGE 21, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS SHOWN ON *ATTACHED SCHEDULE "1"*

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 14TH day of AUGUST A.D., 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

BY:

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

CARLTON D. HENLEY
CHAIRMAN

EXHIBIT B

SCHEDULE "1"

PURPOSE : Proposed Road Right of Way Vacation

Description :

A portion of Spruce Street, Linden Avenue, Walnut Avenue and two 14.00' wide alleys as shown on the plat of Replat of Section No. 1, Sanford Grove as recorded in Plat Book 4, Page 21, Public Records of Seminole County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 11, Block "H" as shown on said plat, said point being on the South right of way line of said Spruce Street; thence S 89°59'21" W along said South right of way line a distance of 350.00 feet to the NW corner of Lot 5 of said Block "H"; thence S 00°16'16" E along the West line of Lots 5 and 14 of said Block "H" a distance of 266.00 feet to a point on the North right of way line of SR 46 (A.K.A. Geneva Street); thence S 89°59'21" W along said North right of way line a distance of 14.00 feet to a point on the East line of Lots 1, 2, 3 & 4 of said Block "H"; thence N 00°16'16" W along said East line a distance of 266.00 feet to a point on said South right of way line; thence S 89°59'21" W along said South right of way line a distance of 108.00 feet to a point on the East right of way line of said Walnut Avenue; thence S 00°16'16" E along said East right of way line a distance of 266.00 feet to a point on the North right of way line of said SR 46; thence S 89°59'21" W along said North right of way line a distance of 120.00 feet to a point on the West right of way line of said Walnut Avenue; thence N 00°16'16" W along said West right of way line a distance of 266.00 feet to a point on said South right of way line of Spruce Street; thence S 89°59'21" W along said South right of way line a distance of 108.00 feet to the Northwest corner of Lot 19, Block "G" as shown on said plat; thence S 00°16'16" E along the West line of said Lot 19, Block "G" and along the West line of Lots 20, 21 & 22 of said Block "G" a distance of 266.00 feet to a point on the said North right of way line of SR 46; thence S 89°59'21" W along said North right of way line a distance of 14.00 feet to a point on the East line of Lot 18 of said Block "G"; thence N 00°16'16" W along the East line of said Lot 18 and along the East line of Lot 9 of said Block "G" a distance of 266.00 feet to a point on said South right of way line; thence S 89°59'21" W along said South right of way line a distance of 451.47 feet to a point on the East right of way line of said Linden Avenue as shown ; thence S 00°10'57" E along said East right of way line a distance of 266.00 feet to a point on the North right of way line of said SR 46; thence S 89°59'21" W along said North right of way line a distance of 30.00 feet to a point on the West right of way line of said Linden Avenue; thence N 00°10'57" W along said West right of way line a distance of 296.00 feet to a point on the North right of way line of said Spruce Street; thence N 89°59'21" E along said North right of way line a distance of 1195.43 feet to a point on a Northerly projection of the East line of said Lot 11, Block "H"; thence S 00°16'16" E along said Northerly projection a distance of 30.00 feet to the Point of Beginning.

Containing 1.91 acres more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the North right of way line of Spruce Street, Replat of Section No. 1, Sanford Grove, Plat Book 4, Page 21, Public Records of Seminole County, Florida being N 89°59'21" E, assumed.
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.
3. Not valid without the signature and raised seal of a Florida licensed surveyor and mapper.

NOT VALID WITHOUT SHEET 2

DESCRIPTION	Date: 11/08/2006 KR	CERT. NO. LB2108 5183002
FOR Seminole County Public Schools	Job No.: 51830 / Scale: 1"=200'	Southeastern Surveying 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 B. KRRICK REGISTERED LAND SURVEYOR NO. 4245
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

EXHIBIT C

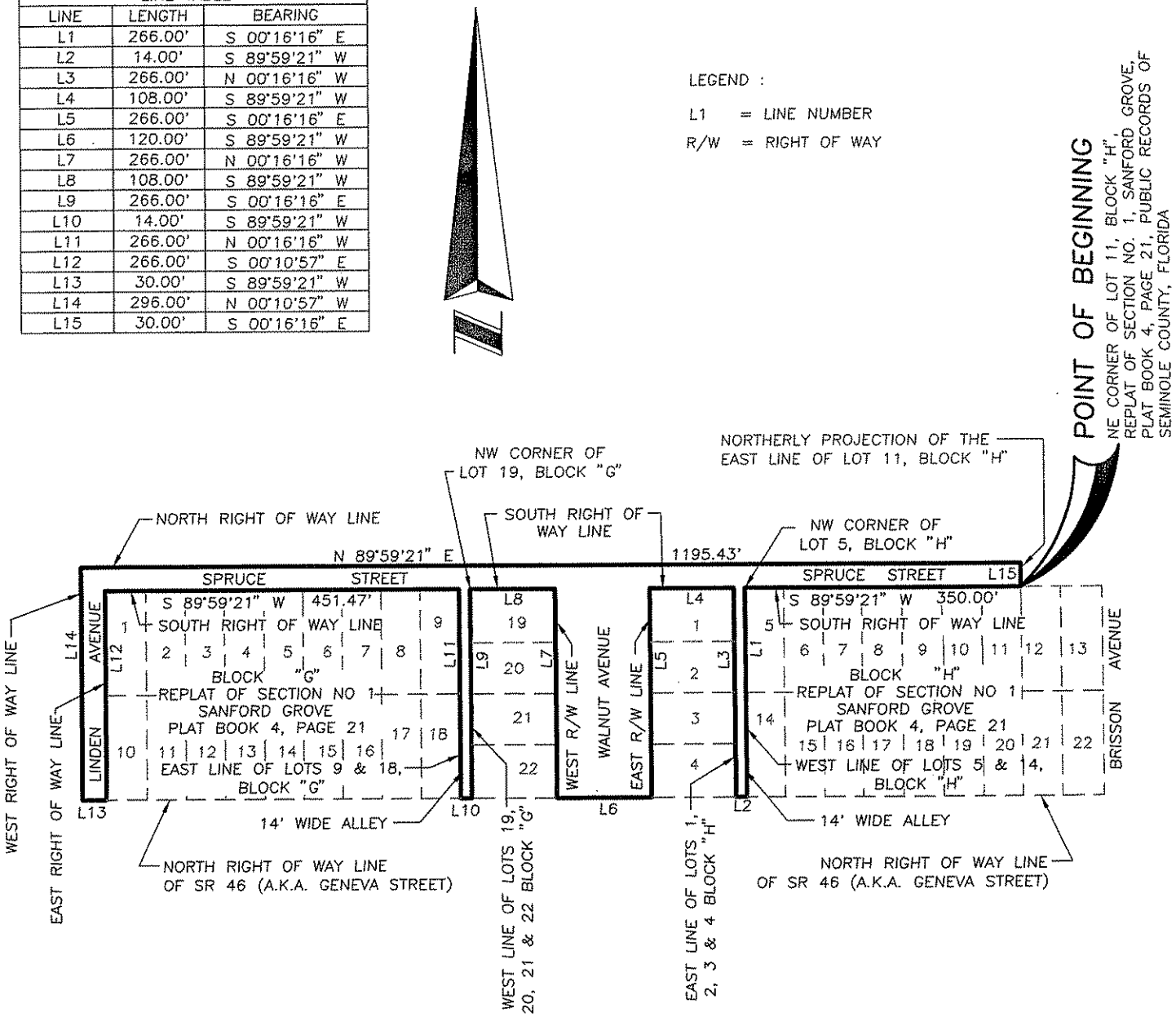
SKETCH OF DESCRIPTION
PROPOSED ROAD RIGHT OF WAY VACATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	266.00'	S 00°16'16" E
L2	14.00'	S 89°59'21" W
L3	266.00'	N 00°16'16" W
L4	108.00'	S 89°59'21" W
L5	266.00'	S 00°16'16" E
L6	120.00'	S 89°59'21" W
L7	266.00'	N 00°16'16" W
L8	108.00'	S 89°59'21" W
L9	266.00'	S 00°16'16" E
L10	14.00'	S 89°59'21" W
L11	266.00'	N 00°16'16" W
L12	266.00'	S 00°10'57" E
L13	30.00'	S 89°59'21" W
L14	296.00'	N 00°10'57" W
L15	30.00'	S 00°16'16" E

LEGEND :

L1 = LINE NUMBER

R/W = RIGHT OF WAY



NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NOT VALID WITHOUT SHEET 1.

THIS IS NOT A SURVEY

1" =200'
GRAPHIC SCALE
0 100 200 400

Drawing No. 5168002
Job No. 51680
Date: 11/08/2006
SHEET 2 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

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Obeda Property Small Scale Land Use Amendment from LDR (Low Density Residential) to PD (Planned Development) and a Rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:

1. APPROVE a Small Scale Future Land Use Amendment ordinance from LDR (Low Density Residential) to PD (Planned Development) and a rezone ordinance from A-1 (Agriculture) to PUD (Planned Unit Development), for 1.46 ± acres located at the southeast corner of State Road 426 and East Red Bug Road, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Obeda Property / Mike Dowd, applicant); or

2. DENY a Small Scale Future Land Use Amendment from LDR (Low Density Residential) to PD (Planned Development) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development), for 1.46 ± acres located at the southeast corner of State Road 426 and East Red Bug Road, and authorize the Chairman to execute the Denial Development Order (Obeda Property / Mike Dowd, applicant); or

3. CONTINUE the public hearing until a time and date certain.

District 1 Bob Dallari Austin Watkins

BACKGROUND:

The applicant, Mike Dowd, is requesting a Small Scale Land Use Amendment from LDR (Low Density Residential) to PD (Planned Development) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development). The applicant is proposing a commercial development with OP (Office) and CN (Restricted Neighborhood Commercial) uses plus amusement and recreation within an enclosed building, bakeries where all goods are sold on premise as retail, banks, churches, day nurseries, kindergartens, furniture stores, hardware stores, pet stores, quick print shop, restaurants without drive-in, and above-office/retail flats. The applicant also desires to include uses that would require the approval of a special exception by the Board of Adjustment. These uses include public utility structures, quarters in conjunction with a commercial use to be occupied by the owner or the operator of the business, hospitals, nursing homes and all communication towers. The applicant would be responsible to make an application for any of these uses to the Board of Adjustment. The applicant is proposing a maximum building square footage of 15,000 square feet.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on July 11, 2007 and voted 7 to 0 to recommend APPROVAL of the request for a Small Scale Future Land Use Amendment from LDR (Low Density Residential) to PD (Planned Development) and a rezone from A-1 (Agriculture) to

PUD (Planned Unit Development), consisting of 1.46 ± acres, located at the southeast corner of State Road 426 and East Red Bug Road, based on staff findings.

STAFF RECOMMENDATION:
Staff recommends the Board approve a Small Scale Land Use Amendment ordinance from LDR (Low Density Residential) to PD (Planned Development) and a Rezone ordinance from A-1 (Agriculture) to PUD (Planned Unit Development), for 1.46 ± acres located at the southeast corner of State Road 426 and East Red Bug Road, and authorize the Chairman to execute the aforementioned documents, based on staff findings.

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Zoning and Future Land use map
4. Aerial Map
5. Preliminary Master Plan
6. Development Order
7. Denial Development Order
8. SSLUA Ordinance
9. Rezone Ordinance
10. Letter of Opposition
11. Applicant's SSLUA Justification Statement

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

Obeda Property SSLUA and Rezone SSLUA from LDR to PD and Rezone from A-1 to PUD		
APPLICANT	Mike Dowd, Charter One Realty	
PROPERTY OWNER	Marian K. Obeda	
REQUEST	Small Scale Land Use Amendment from LDR (Low Density Residential) to PD (Planned Development) and a Rezone from A-1 (Agriculture) to PUD (Planned Unit Development)	
PROPERTY SIZE	1.46 ± acres	
HEARING DATE (S)	P&Z: July 11, 2007	BCC: August 14, 2007
PARCEL ID	20-21-31-501-0000-0050	
LOCATION	Southeast corner of State Road 426 and East Red Bug Road	
FUTURE LAND USE	LDR (Low Density Residential)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2007-28	
COMMISSION DISTRICT	#1 – Dallari	

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated against. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located in a transitioning area. While Low Density Residential is the predominant Future Land Use designation on the east side of State Road 426, the land use and zoning is transitioning to a more commercial form along the entire length of State Road 426. North of the subject property, the City of Oviedo has transmitted a Large Scale Land Use Amendment to the Florida Department of Community Affairs for a multi-use project, including 55,300 square feet of retail, 129,700 square feet of office and 70 townhome units. On the west side of State Road 426 are large tracts of property with Commercial Future Land Use designations.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering. However, there appears to be no wetlands or flood prone areas on the subject property

The subject property is not located within any special or restrictive district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property is adjacent to Low Density Residential FLU to the north, east and south. However, Staff finds that the proposed Preliminary Master Plan demonstrates a compatible transition between Low Density Residential FLU and the proposed uses. The applicant is proposing a 50' building setback and 15' landscaped buffer containing a 6' masonry wall and 8 canopy and 4 sub-canopy trees every 100' feet for the eastern and southern property boundaries. A 25' building setback and 15' landscaped buffer including a 3' hedge, 8 canopy and 4 sub-canopy trees every 100' is proposed for the northern property boundaries. Further, the uses proposed by the applicant are consistent with the Neighborhood Commercial definition in the Seminole County Comprehensive Plan, which permits less intensive uses and impacts than standard Commercial.

F. Whether the proposed use furthers the public interest by providing:

1. **Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**

2. **Dedications or contributions in excess of Land Development Code requirements**

3. **Affordable housing**

4. **Economic development**
5. **Reduction in transportation impacts on area-wide roads**

6. **Mass transit**

Staff Evaluation

The applicant is not proposing any additional facility improvements above and beyond requirements of the Seminole County Land Development Code. The applicant is proposing buffering standards that are in excess of the Seminole County Land Development Code requirements. The applicant's proposal does not consider affordable housing, economic development, mass transit, nor reduction in transportation impacts.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies and Exhibits and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The proposed Future Land Use designation on the subject property is PD (Planned Development). Planned Development FLU limits the subject property to the uses approved at the time of approval, any additional uses require a land use amendment from PD to PD. The applicant proposes a development that adheres to the definition of Neighborhood Commercial, as defined by the Seminole County Comprehensive Plan. Neighborhood Commercial may be a compatible FLU designation adjacent to Low Density Residential FLU if sensitive

site design standards are utilized, per *Exhibit FLU: Appropriate Transitional Lands Uses.*

Staff finds that the applicant's proposal provides buffering and uses that create a sensitive site design.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following tables depict the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested district of PUD (Planned Unit Development):

DISTRICT REGULATIONS	Existing Zoning (A-1)
Minimum Lot Size	1-acre
Minimum House Size	N/A
Minimum Width at Building Line	150 feet
Front Yard Setback	50 feet
Side Yard Setback	10 feet
(Street) Side Yard Setback	50 feet
Rear Yard Setback	30 feet
Maximum Building Height	35 feet

DISTRICT REGULATIONS	Proposed Zoning (PUD)
Minimum Lot Size	N/A
Minimum House Size	N/A
Minimum Width at Building Line	N/A
North Setback from property boundary	25 feet
South Setback from property boundary	50 feet
East Setback from property boundary	50 feet
West Setback from property boundary	25 feet
Maximum Building Height	35 feet

PERMITTED & SPECIAL EXCEPTION USES

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Uses	A-1 (existing)	PUD (proposed)
Permitted Uses	Agricultural uses such as citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, silva culture, public and private elementary schools, publicly owned and/or controlled parks and recreation areas, bait production, stables, barns, single-family dwelling including one (1) guesthouse or cottage, docks and boathouses, churches, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.	OP (Office) and CN (Restricted Neighborhood Commercial) uses plus amusement and recreation within an enclosed building, bakeries where all goods are sold on premise as retail, banks, churches, day nurseries, kindergartens, furniture stores, hardware stores, pet stores, quick print shop, restaurants without drive-in, and above-office/retail flats.
Special Exception Uses	Cemeteries and mausoleums, kennels including the commercial raising or breeding of dogs, hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes, public and private nursery schools, kindergartens, middle schools, high schools and colleges, public utility and service structures, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, privately owned and operated recreational facilities open to the paying public, such as athletic fields, stadium, racetracks, and speedways, golf driving ranges, riding stables, water plants, and sanitary landfill operations, off-street parking lots, farm worker housing, mobile homes, retail nurseries, landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, communication towers, bed and breakfast establishments.	Alcoholic beverage establishments, public utility structures, living quarters in conjunction with a commercial use to be occupied by the owner or operator, nursing homes, and communication towers.
Minimum Lot Size	1-Acre	N/A

COMPATIBILITY WITH SURROUNDING PROPERTIES

The proposed Future Land Use designation on the subject property is PD (Planned Development). Planned Development FLU limits the subject property to the uses approved at the time of approval, any additional uses require a land use amendment from PD to PD. The applicant proposes a development that adheres to the definition of Neighborhood Commercial, as defined by the Seminole County Comprehensive Plan. Neighborhood Commercial may be a compatible FLU designation adjacent to Low Density Residential FLU if sensitive site design standards are utilized, per *Exhibit FLU: Appropriate Transitional Lands Uses.*

The applicant is proposing CN (Restricted Neighborhood Commercial), OP (Office Professional), and certain C-1 (Retail Commercial) uses. These uses, buffers and setbacks as outlined in this report ensure compatibility with the surrounding properties.

Staff has reviewed the proposed Small Scale Land Use Amendment and rezone and determined that the buffers and uses proposed are consistent with the trend of development and are compatible with surrounding properties.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map 12117C0165E, with an effective date of April 17, 1995, as well as preliminary DFIRMs, the entire 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 appear to be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing Future Land Use (LDR)	Proposed Land Use (PD) Calculated as general retail	Net Impact
Water (GPD)	350	5,250	4,900
Sewer (GPD)	300	3,937	3,637
Traffic (ADT)	10	579	569

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 12-inch water main on the west side of W State Road 426 and a 12-inch force main on the east side of W. State Road 426. The subject property is in the ten year master plan for

reclaimed water. An alternative source for irrigation water, such as a shallow well, will be required until reclaimed water becomes available.

Transportation / Traffic:

The property proposes access onto State Road 426, which is classified as an Arterial Road. State Road 426 is currently operating at a level-of-service "B" and does not have improvements programmed in the FDOT 5-year Work Program.

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 #46, which is located at 300 Alexandria Boulevard. 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 Howell Creek Drainage Basin, and discharges to the FDOT drainage system. The site will have to be designed to connect to FDOT or hold the 100-year, 24-hour storm onsite.

Buffers and Sidewalks:

The applicant is proposing the following buffering standards, which are contained in the attached Development Order:

a. North (adjacent to E. Red Bug Road): 15' buffer containing a 3' hedge, 8 canopy and 4 sub- canopy trees per 100'
b. South (adjacent to existing residential): 15' buffer containing a 6' masonry wall, 8 canopy and 4 sub-canopy trees per 100'
c. East (adjacent to existing residential): 15' buffer containing a 6' masonry wall, 8 canopy and 4 sub-canopy trees per 100'
d. West (adjacent to SR 426): 15' buffer containing 4 canopy trees per 100'

Land Development Code Section 30.451 Development Standards for Planned Unit Development, allows the applicant to deviate from standard code requirements for Active/Passive buffering, if approved by the Board of County Commissioners.

The proposed 15' buffers on the south and east boundaries are 10' less than the 25' Active buffer that would be required adjacent to residential properties under Section 30.1232 of the Land Development Code, however in addition to the 6' masonry wall and 8 canopy trees per 100' linear feet required for an Active buffer, the applicant is proposing an additional 4 sub-canopy trees per 100' linear feet that

are above and beyond code requirements. Staff finds that the additional landscaping mitigates the impact of the smaller buffer width and recommends approval of the proposed buffers.

The applicant will be required to provide sidewalks in compliance with the Land Development Code at the time of Final Engineering.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay Districts.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

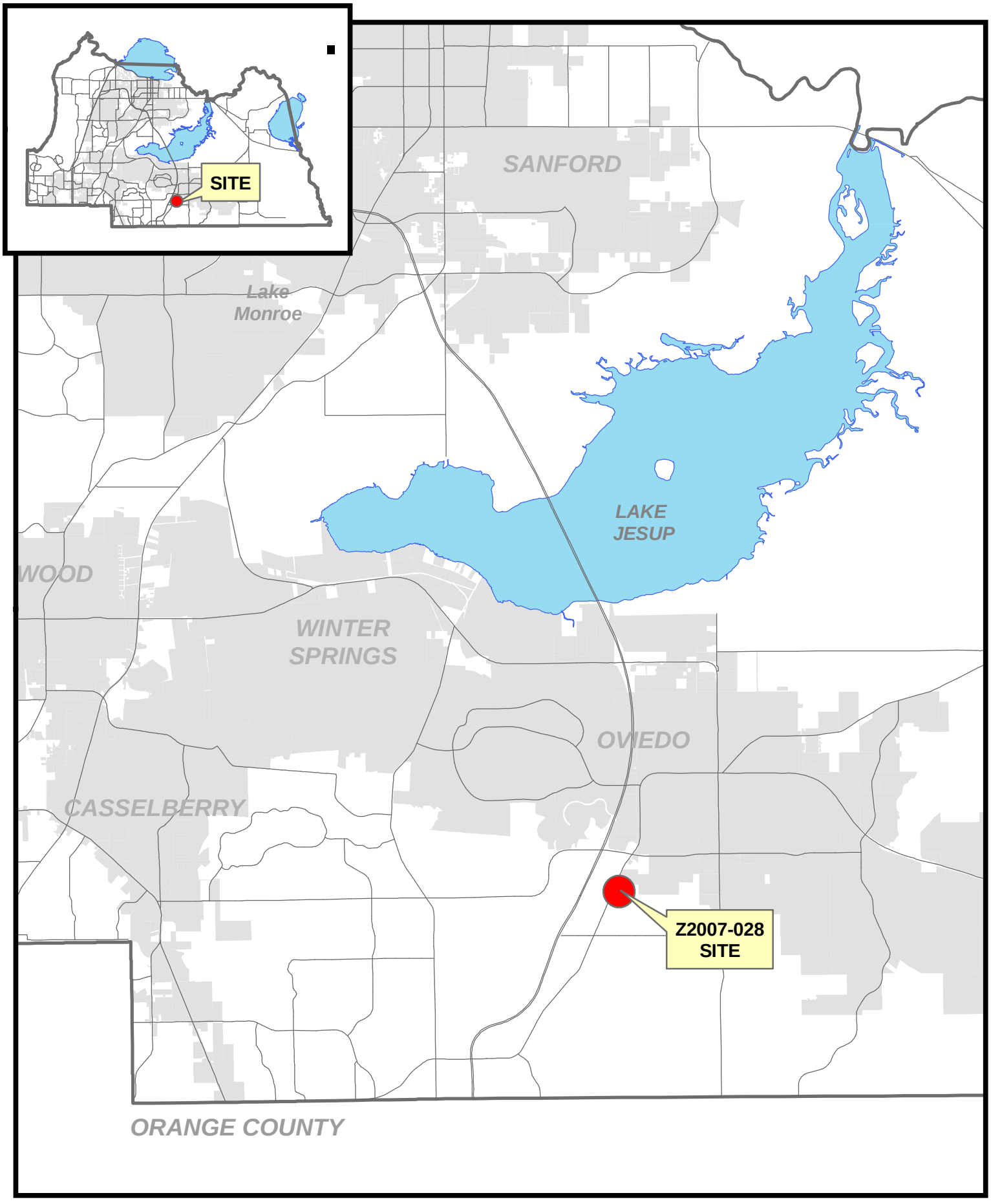
Policy FLU	2.3:	Roadway Compatibility
Policy FLU	2.4:	Neighborhood Commercial Uses
Policy FLU	2.5:	Transitional Land Uses
Policy FLU	2.11:	Determination of Compatibility in the Planned Unit Development Zoning Classification
Policy FLU	12.4:	Relationship of Land Use to Zoning Classifications
Policy FLU	12.5:	Evaluation Criteria of Property Rights Assertions
Policy POT	4.5:	Potable Water Connection
Policy SAN	4.4:	Sanitary Sewer Connection
Policy PUB	2.1:	Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

No intergovernmental notices were required.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received a letter of opposition, which is attached.



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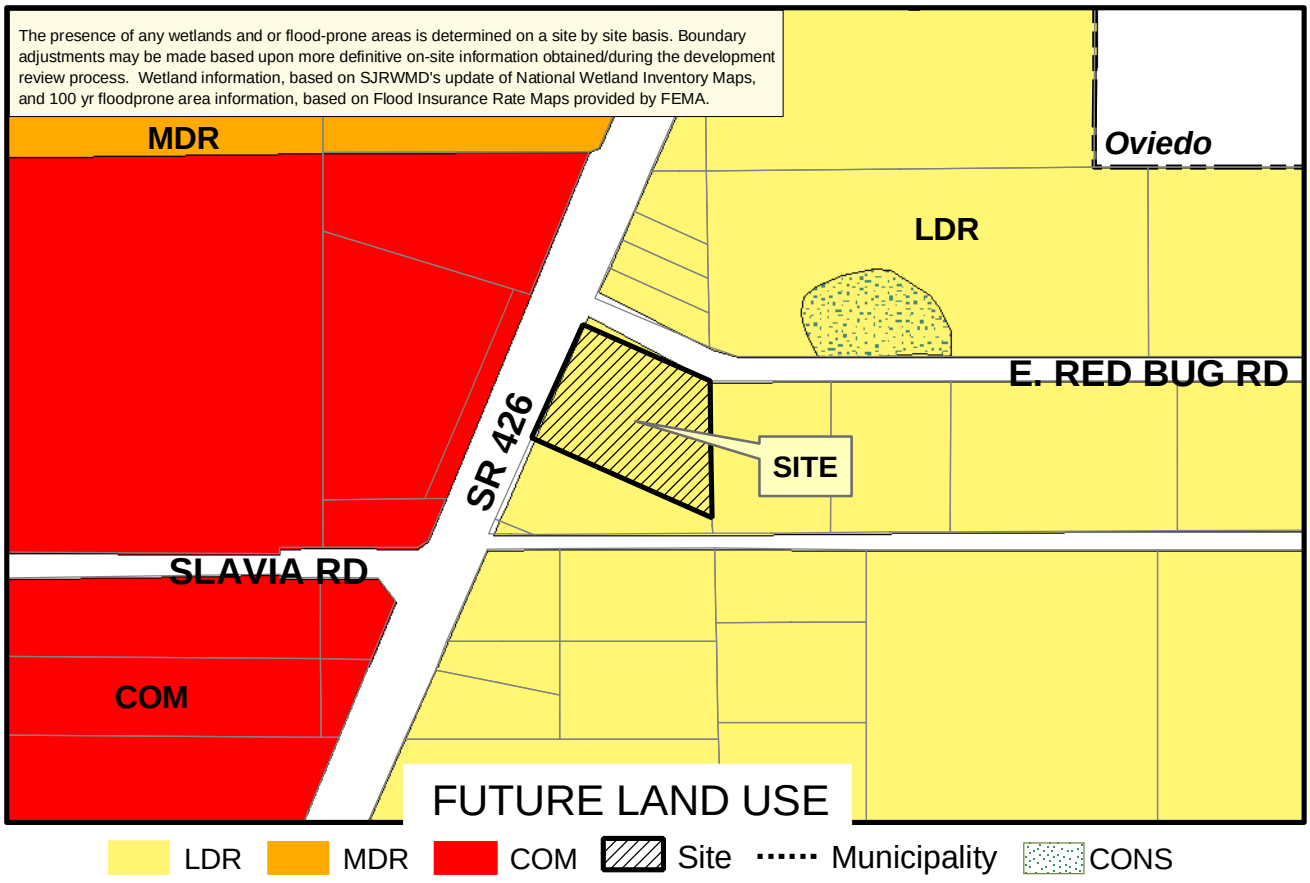
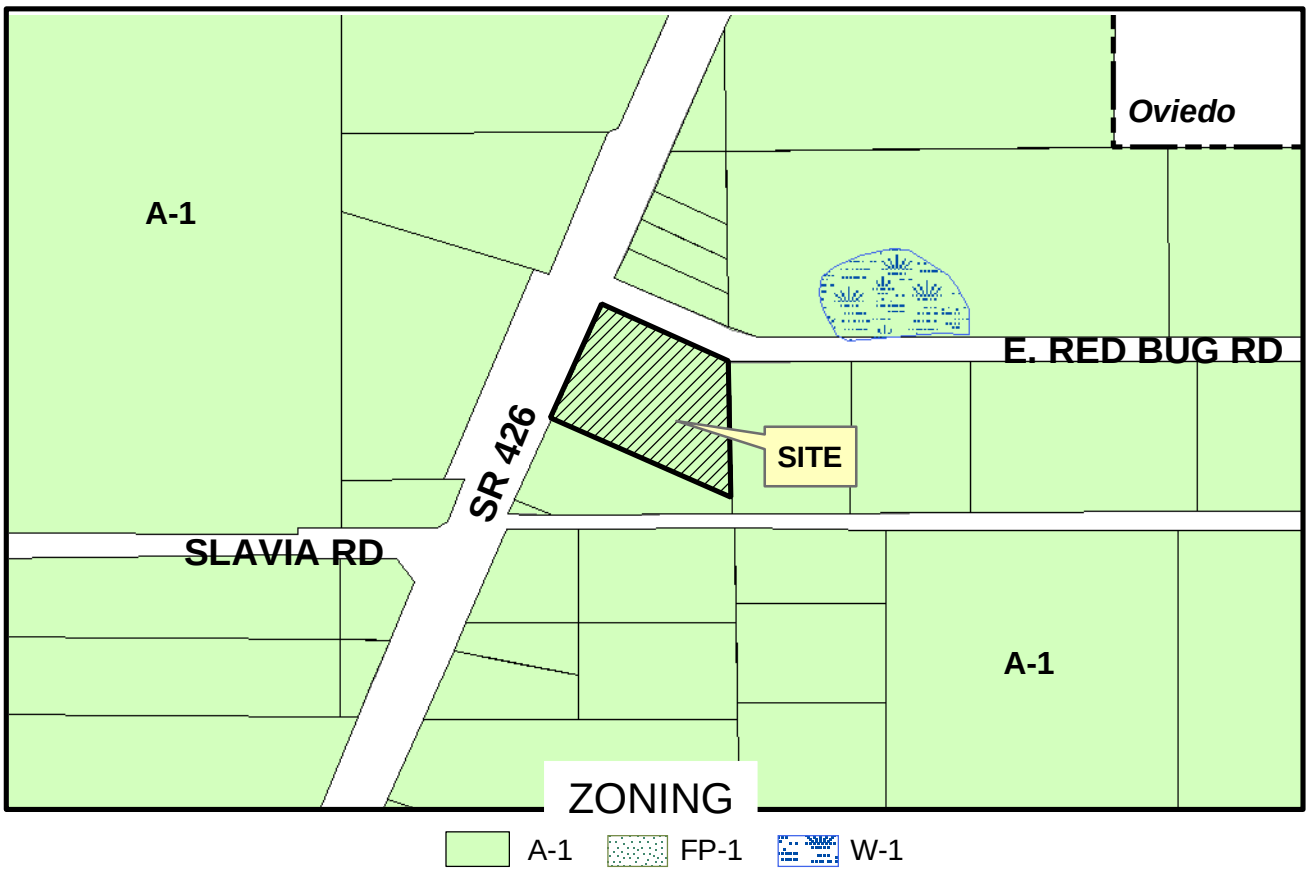


Applicant: Obeda/W. S.R. 426 rezone
Physical STR: 20-21-31-501-0000-0050
Gross Acres: 1.44 +/- BCC District: 1
Existing Use: Residential
Special Notes: None

	Amend/ Rezone#	From	To
FLU	07-07SS01	LDR	PD
Zoning	Z2007-028	A-1	PUD



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FLU No: 07-07SS.01
From: LDR To: PD

Rezone No: Z2007-028
From: A-1 To: PUD

Parcel

Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-026 adaer 05/10/07

DEVELOPMENT NOTES:

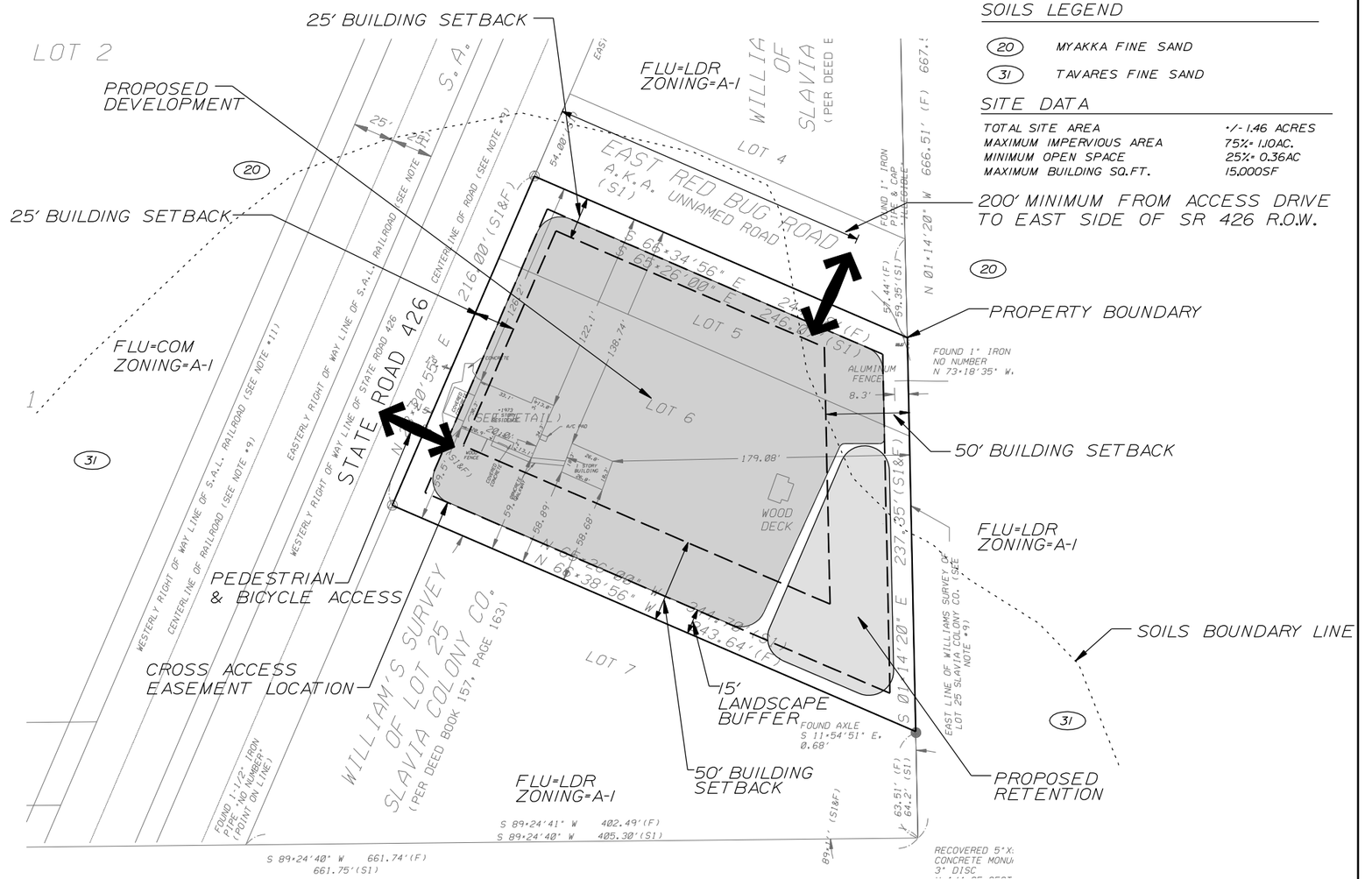
1. The allowable uses on the site shall be any uses allowed in Seminole County's Neighborhood Commercial (CN) and Office (OP). In addition, the following uses shall also be allowed on this site: Amusement and commercial recreation within an enclosed building; bakeries; where all goods are sold on premises at retail; banks (with drive thorough); churches; day nurseries, kindergartens, furniture stores; hardware stores; pet stores; quick print shops; restaurants, but not drive-in; above-office or above-store flats, office flats above commercial/ retail uses.
2. The Board of Zoning Adjustment may permit any of the following uses upon making the findings of fact required by section 30.43(b)(2) of the Seminole County Land Development Code: Alcoholic beverage establishment; Public Utility Structures; living quarters, In conjunction with a commercial use, to be occupied by the owner or operator of the business or employee; hospitals and nursing homes; all communication towers which are not permitted uses.
3. The maximum building height shall be 35 ft.
4. There are no flood prone areas on this site. The entire site is located in Zone X of Map Number 12117C0165 E.
5. There are no wetlands on this site.
6. There will be a minimum of 25% usable open space provided on this property.
7. There are no proposed Right-of-Ways with this project.
8. There are no recreation facilities proposed with this development.
9. Sanitary sewer service will be provided by Seminole County. The project will have a private lift station and connect to the 12-inch force main on the east side of SR 426.
10. Water service will be provided by Seminole County. The project will connect to the 8-inch stubout on the north side of E. Red Bug Road. This line will provide adequate fire protection to the proposed development.
11. Storm drainage treatment will be provided on site.
12. The property owner or a property owner's association or other corporate entity shall maintain the comon areas and facilities.
13. The proposed landscape buffers will be as shown.
14. See Site Data table for additional development data.
15. Landscape buffering to be applied to the site as follows: North property line: 3' hedge, 8 canopy and 4 sub-canopy tress every 100 linear feet. East property line: 6' masonry wall, 8 canopy and 4 sub-canopy tress every 100 linear feet; South property line: 6' masonry wall, 8 canopy and 4 sub-canopy tress every 100 linear feet, and West property line: 4 canopy trees every 100 linear feet.
16. The storm water pond will be amenitized per SCLDC Section 30.1344(e)(3)(iv)(3).
17. Proposed project impacts: Traffic: 655 ADT, 75 PM Peak (ITE trip generation 7th edition, code 814) Sewer: 3,000 gpd(0.2gpd/sf) Water: 3,750 gpd(0.25 gpd/sf)
18. This project will include a separate reclaimed water system.

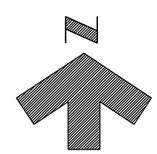
LEGAL DESCRIPTION

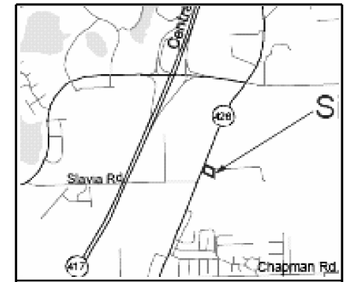
LOTS 5 AND 6, WILLIAMS SURVEY OF LOT 25, SLAVIA COLONY CO. AS RECORDED IN DEED BOOK 157, PAGE 163 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SURVEYOR'S REPORT

1) Bearings are based on: East line of of William's Survey of Lot 25 being N 01°14'20" W, per D.O.T. right of way plans referenced hereon.
2) Vertical Datum is based on: N/A
3) The Surveyor has not abstracted the lands shown hereon for easements and/or rights of way of record.
4) No underground installations, foundation footings, or improvements have been located except as noted.
5) There may be additional restrictions that are not recorded on this survey that may or may not be found in the public records of this county.
6) There may be evidence on the ground of use of the property which might suggest a possible claim of easement other than those shown on the survey.
7) This Survey was prepared for the identities named hereon and is "nontransferable".
8) Improvements within their specific easements have not been located as a part of this survey.
9) Per Department of Transportation right of way plans for State Road No. 426, Section No. 77060-2518, with last revision date 1/29/99, prepared by Consul-Tech Engineering, Inc. and with W.P.I. No. 5117672, Sheets 17 and 18.
10) Based on the National Flood Insurance Program "FIRM" Map Community - Panel Number 120289 0165 E Dated April 17, 1995 the above described Property is located in Zone "X", Areas determined to be outside the 500 year flood plain.
11) The following documents were utilized for the depiction of the width of S.A.L. Railroad right of way:
William's Survey of Lot 25, Slavia Colony Co., Oviedo, Fla., circa 1927
Jakubcin's Plat, Plat Book 13, Page 53, circa 1959
R.H. Norton's Survey of Lot 24, circa 1973
12) The boundary on this survey is based in the preponderance of evidence (monuments depicted hereon) as relating to the FDOT Right of Way maps (see note 9).
13) This boundary should not be utilized for subdividing per F.S. 177 requirements without additional verification.







VICINITY MAP
(NTS)

SOILS LEGEND

20	MYAKKA FINE SAND
31	TAVARES FINE SAND

SITE DATA

TOTAL SITE AREA	+/- 1.46 ACRES
MAXIMUM IMPERVIOUS AREA	75% = 1.10AC.
MINIMUM OPEN SPACE	25% = 0.36AC
MAXIMUM BUILDING SQ.FT.	15,000SF

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CONTRACTOR "AS-BUILTS"

I hereby state that these "As-Builts" were furnished to me by the contractor listed below. I, or an employee under my direct supervision have reviewed these "As-Builts" and believe them to be in compliance with my knowledge of what was actually constructed. This statement is based upon site observations of the construction.

Contractor's Name _____ Engineer _____
Not valid without the signature and the original raised seal of a Florida Registered Engineer.

APPROVAL	DATE
W.M.D.	
BID SET	
FINAL APPROVAL	

BOWYER-SINGLETON & ASSOCIATES, INCORPORATED
CORPORATE OFFICE - 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801
407-843-5120 - ENGINEERING BUSINESS - 1221
ORLANDO - DELAND - FIRST COAST - OCALA - WEST PALM BEACH
ENGINEERING PLANNING SURVEYING ENVIRONMENTAL

Sam C. Bowyer
Florida Reg. Number
61274

SEMINOLE COUNTY FLORIDA

PRELIMINARY MASTER PLAN

OBEDA PROPERTY

DATE	06-06-07
DESIGNED	CJS
CHECKED	SB
SCALE	1"=40'
PROJECT NO.	CHOR2
FILE NAME	CHOR2PRE.DGN
SHEET	1 OF 1

09:22:08 AM _\CHOR2\Master\CHOR2PRE.DGN 07/27/2007 half size.tbl

SEMINOLE COUNTY DEVELOPMENT ORDER

On August 14, 2007, Seminole County issued this Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit “A”.

(The aforementioned legal description has been provided to Seminole County by the owner of the subject property.)

FINDINGS OF FACT

Property Owner(s): Marian K. Obeda

Project Name: Obeda Property PUD

Requested Development Approval: Rezone from A-1 (Agriculture) to PUD (Planned Unit Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

Prepared by: Austin Watkins
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

A. The project shall have a maximum allowable building square footage of 15,000 square feet.
B. Permitted Uses: OP (Office) and CN (Restricted Neighborhood Commercial) uses plus amusement and recreation within an enclosed building, bakeries where all goods are sold on premise as retail, banks, churches, day nurseries, kindergartens, furniture stores, hardware stores, pet stores, quick print shop, restaurants without drive-in, and above-office/retail flats.
C. The following Special Exceptions shall be available subject to approval by the Board of Adjustment: public utility structures, quarters in conjunction with a commercial use to be occupied by the owner or the operator of the business, hospitals, nursing homes, and all communication towers.
D. Lighting shall not exceed 16’ in height and shall be in the shoe-box cut-off style with no more than 0.25 footcandles of spillage on adjacent properties.
E. The setbacks shall be as follows:
    North: 25’
    South: 50’
    East: 50’
    West: 25’
F. The buffers shall be as follows:
    North: 15’ buffer containing a 3’ hedge, 8 canopy and 4 sub- canopy trees per 100’
    South: 15’ buffer containing a 6’ masonry wall, 8 canopy and 4 sub-canopy trees per 100’
    East: 15’ buffer containing a 6’ masonry wall, 8 canopy and 4 sub-canopy trees per 100’
    West: 15’ buffer containing 4 canopy trees per 100’
G. Parking areas shall comply with the Lake Mary Boulevard Gateway Corridor Overlay District standards.
H. The developer shall pave E. Red Bug Road along the frontage of their property in accordance with the Seminole County Land Development Code.

I. All mechanical equipment, ground or roof-mounted, shall be screened from off-site view.
J. 25% usable open space shall be provided on the subject property.
K. The maximum allowable building height is 35'.
L. The developer shall provide a pedestrian circulation system giving access to all portions of the development as well as connecting to existing sidewalks outside the development.
M. Development shall comply with the Preliminary Master Plan attached as Exhibit "B".

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Carlton D. Henley, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, the owner, Marian K. Obeda, on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Commitment Agreement.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

Marian K. Obeda

_____
Marian K. Obeda

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2007, by _____, as_____, who is personally known to me or who has produced_____ as identification.

_____
Notary Public

_____
(Name of Notary, typed, printed or stamped)
My Commission Expires:

EXHIBIT "A"

Legal Description

LOTS 5 AND 6, WILLIAMS SURVEY OF LOT 25, SLAVIA COLONY CO., AS RECORDED IN DEED BOOK 157, PAGE 163 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

EXHIBIT "B"

Preliminary Master Plan

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On August 14, 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): Marian K. Obeda

Project Name: Obeda Property PUD

Requested Development Approval: The applicant is requesting a Small Scale Land Use Amendment from LDR (Low Density Residential) to PD (Planned Development) and a rezone for 1.46 ± acres located at the southeast corner of SR 426 and East Red Bug Road, from A-1 (Agriculture) to PUD (Planned Unit Development).

The Board of County Commissioners has determined that the requested Small Scale Land Use Amendment to PD (Planned Development) and associated rezone to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Obeda Property Small Scale Land Use Amendment and Rezone" and all evidence submitted at the public hearing on August 14, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Small Scale Land Use Amendment to PD and rezone to PUD should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is **DENIED**.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Carlton D. Henley, Chairman

EXHIBIT "A"

Legal Description

LOTS 5 AND 6, WILLIAMS SURVEY OF LOT 25, SLAVIA COLONY CO., AS RECORDED IN DEED BOOK 157, PAGE 163 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ORDINANCE NO. 2007- **SEMINOLE COUNTY, FLORIDA Z2007-28**

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 LOW DENSITY RESIDENTIAL TO PLANNED DEVELOPMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM THE SEMINOLE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 91-13 which adopted the 1991 Seminole County Comprehensive Plan ("the Plan"), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County Commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, July 11, 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 August 14, 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 internally consistent, 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 IT 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:

Amendment Appendix "A"

(b) The associated rezoning request was completed by means of Ordinance Number 07-22000005.

(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 14th day of August, 2007.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By:_____

Carlton D. Henley, Chairman

APPENDIX A
Legal Description

LOTS 5 AND 6, WILLIAMS SURVEY OF LOT 25, SLAVIA COLONY CO., AS RECORDED IN DEED BOOK 157, PAGE 163 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

ORDINANCE NO. 2007- **SEMINOLE COUNTY, FLORIDA Z2007-28**

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) 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 “Obeda Property Small Scale Land Use Amendment and Rezone.”

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) 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 #07-22000005.

ENACTED this 14th day of August 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Carlton D. Henley
Chairman

EXHIBIT “A”
LEGAL DESCRIPTION:

LOTS 5 AND 6, WILLIAMS SURVEY OF LOT 25, SLAVIA COLONY CO., AS RECORDED IN DEED BOOK 157, PAGE 163 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Watkins, Austin

From: mlukas3589@aol.com
Sent: Tuesday, July 10, 2007 11:40 AM
To: Watkins, Austin
Subject: Obeda Property Rezone

Dear Seminole County Board of Commissioners,
Our property is located directly behind the Obeda property. WE have many concerns for this rezoning. Our main concern is the potential for extra traffic flow onto East Red Bug Rd. As it currently stands, the residents on our road already have to make a U turn to get into our road, and a U turn to head South onto State Road 426. There is also a children's school bus stop at the intersection of State Rd. 426 and East Red Bug Rd. Also, if there is only a plan for a 15 ft buffer between us and them along with a 6 foot masonry fence planned, we would request a 25 foot buffer and secondly, do not put the masonry fence directly on the property line as we would have trouble getting out of our driveway located directly behind the Obeda Property. We will not allow any construction vehicles onto our personal paved driveway as well. We also have environmental concerns because that property was originally a gas station and we do not know if the gas tanks were excavated properly (if at all) and we do not want our ground water contaminated due to any further demolition.

Sincerely, Michael & Jeannette Lukas

AOL now offers free email to everyone. Find out more about what's free from AOL at **AOL.com**.

Obeda Property
Small Scale Comprehensive Plan Amendment – LDR to PD
Justification Statement

This justification statement has been prepared as a supplement to the application to change the Future Land Use on the Obeda property from Low Density Residential (LDR) to Planned Development (PD). There are several sections of Seminole County's Vision 2020 Comprehensive Plan that support the proposed change.

1. Issue FLU 4 of the Comprehensive Plan indicates that Rule 9J-5.006, FAC requires plans of the local government's contain specific provisions to discourage urban sprawl. Urban sprawl is then further defined as scattered, poorly planned development occurring at the urban fringe and rural areas, which frequently invades land important for natural resource protection.
   a. **The proposed change of the FLU to PD on the subject property will not encourage urban sprawl. The property is located in an urban area, with large tracts of COM directly across the street. The subject property is not located on the urban fringe.**

2. Objective 5.3 of the Comprehensive Plan addresses the designation of additional strip commercial development by requiring that commercial and retail:
   A. Be located adjacent to collector and arterial roadway intersections to maintain road capacity and not set a precedent for further strip development
      a. **The subject property is located on Aloma Avenue (SR 426) which is designated an Urban Principal Arterial by the FDOT, and less than 250 feet from the intersection with Slavia Road, which has a Collector designation by Seminole County. This location is consistent with the criteria of the Comprehensive Plan.**

   B. Located where commercial uses are the predominant existing use along the roadway in both directions from the site and, therefore, the proposed commercial development represents infill development.
      a. **As mentioned above, there is a large tract of land located directly across from the property that currently has the designation of COM with an active nursery on this site. To the north of the property, located approximately 660 feet away, are the City limits of Oviedo. There is currently an application pending for the property just inside of the City limits that would allow for a mix of uses, including commercial along SR 426. In addition, the area to the north is developed currently as a commercial area, with several retail developments on and around SR 426. To the South of the property is a scattering of uses along SR 426, including a large multi-use church facility, multiple office uses, an industrial facility and residential lots.**

   C. Located within a mixed-use planned development to provide convenient retail service for residents and reduce residential traffic on area roadways.
      a. **While this parcel is not part of a planned development, there is sufficient residential located directly to the east of the property that would be served by the COM uses.**

   D. Located adjacent to residential areas only where compatibility with the residential area can be maintained in order to preserve neighborhood viability and community character.
      a. **The compatibility of the proposed development to the surrounding residential area will be maintained primarily through the use of adequate buffering. Buffering standards set by the County will be in place, as well as tree preservation/mitigation and landscaping.**

3. The Comprehensive Plan also provides criteria for the standards of review. These criteria are listed with an evaluation of this property.
   A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.
      a. **The surrounding area is clearly in a transition to an urban area. The property fronts on SR 426, which is a four lane divided highway with commercial and industrial uses along the corridor. As discussed above is the proximity to the City of Oviedo City limits and the commercial development in that area. Also of note is the large COM designation across the street from this property.**

   B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.
      a. **The property fronts onto SR 426, which has adequate traffic capacity for this development. In addition, there are sewer and water facilities located adjacent to the property that will be used to service the development.**

   C. Whether the site is suitable for the proposed use and will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.
      a. **The site is suitable for the proposed development. The site will likely be designed for a small neighborhood commercial center or a bank and there is adequate land for these uses. The property is not flood prone and there are no wetlands on the site.**

   D. Whether the proposal adheres to other special provisions of law (e.g. Wekiva River Protection Act).
      a. **There are no other provisions of law that affect the subject property or the proposal.**

   E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.
      a. **The proposed use is compatible with the surrounding use. The property is located along a four lane divided State road. As detailed above, the proposed uses will be buffered according to County Standards, the property is located immediately adjacent to COM designation, the property is within 250 feet of the intersection of collector and arterial roads and there is intensive commercial use proposed less than 660 feet to the north.**

   F. Whether the proposed use furthers the public interest by providing:
      1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site;
         a. **The development of the site will have minimal impact on the facilities in the area.**

      2. Dedications or contributions in excess of Land Development Code requirements;
         a. **This development does not propose any dedications or contributions in excess of the land development code requirements. However, the overall size of the property (approx. 1.46 Ac) does not warrant itself to dedications or contributions.**

      3. Affordable housing;
         a. **No housing is proposed with this development.**

4. Economic Development;
   a. **The project will provide for economic development in the area. One of the targeted end users of the site is a bank or financial institution, which is one of the targeted institutions of the Comprehensive Plan.**

5. Reduction on transportation impacts on area wide roads;
   a. **The proposed development will have minimal impact on the surrounding roads. The residents to the east will have access to the site with minimal use of the primary road in the area. In addition, SR 426 is a four lane road with adequate capacity for this development.**

6. Mass Transit;
   a. **The proposed development neither impacts nor provides for mass transit.**

7. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic regional Policy Plan and the State Comprehensive Plan;
   a. **The details given above describe the consistency with the other plan policies.**

In summary, the surrounding area is clearly in transition. The property fronts SR 426, which is a four lane, divided highway with commercial and industrial uses along the corridor. The site is near the limits of the City of Oviedo and the commercial development in that area. There are several pending applications in this same area to provide further commercial uses. There is a large COM designation directly across the street from this property with active commercial uses. Finally, one of the targeted end users of the site is a bank or financial institution, which is one of the targeted institutions of the Comprehensive Plan.